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OL OR BAD WHISKY!
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CULAR NOTICE.
ION, OLDIERS!
Counterfeits!

# Morning Oregonian.

VOL. III. PORTLAND, OREGON: TUESDAY MORNING MAY 26 1863. NO. 95

## The Daily Oregonian.

HENRY L. PITTOCK,
Publisher and Proprietor.

THE DAILY MORNING OREGONIAN is published every morning (Sunday excepted) and furnished to subscribers in Portland at Thirty-seven and one-half Cents per week, payable to the carrier. It will be forwarded to any part of the State by Mail at $10 per annum in advance; $5 for six months; $3 50 for three months. Advertising—Five lines, One week, per week $1 50. Each additional five lines 50 cents.

THE WEEKLY OREGONIAN containing a selection of the best articles in the daily, will be published every Saturday morning and forwarded by mail to any part of the State at $3 per annum; $2 for six months, and $1 for three months, payable in advance.

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The District Court of the State of Oregon for the County of Multnomah—February 4th 1863.

W. W. Chapman vs. D. H. Lownsdale et al.—In Chancery.

### DECISION.

This cause involves two distinct questions—one of the right of complainant against D. H. Lownsdale, the original party to the contracts set up in the bill (or his administrator, he having died since the suit was commenced); the other as to complainant's right against James P. O. Lownsdale, son of D. H. and claiming under him as a subsequent purchaser.

A point is made against the admission in evidence of the power of attorney purporting to have been executed by Daniel H. Lownsdale to complainant, dated January 7th, 1850, because the same appears to have an interlineation.

If the interlineation was made after the execution and delivery of the instrument, and without the consent of D. H. Lownsdale, the complainant ought not to have or claim anything by virtue of the instrument. It is material to ascertain when the interlineation was made. On this point the instrument itself furnishes no conclusive evidence, nor any strong presumption that it was made after the instrument had been delivered. On the contrary it appears as well by the face of the instrument as by the testimony of an expert examined in the case, that the interlineation is in the same handwriting and was made with the same pen and ink as the body of the instrument. It was sufficiently explained under our statute and the prevailing rules of evidence to relieve it of suspicion that it was fraudulently done and to authorize its admission, and the leaving of the question as to the time when and the intent with which the interlineation was made, to be ultimately determined upon all the proofs adduced.—(1 *Greenleaf Ev. Sec. 564 and notes.*)

The evidence is that at the date of this instrument the business of Daniel H. Lownsdale, in common with Chapman and Stephen Coffin in part at least was selling and conveying town lots in Portland, and building up a town on the land described in the pleadings, that about that date Lownsdale went to San Francisco and was absent till the next April; that just as he was leaving he told the witness, Warren, who had bargained for some town property, to go "to Col. Chapman" (the complainant) "and pay him the money, and that Chapman was authorized to make him a deed," which having been done, Lownsdale told the same witness on his return, upon being informed of the transaction, "that was all right"; that while Lownsdale was in San Francisco he entered into a contract under seal with Benjamin Stark, who appears to have set up some claim to the Portland tract, for the release to Stark of a certain portion, upon Stark's relinquishing his right to the residue, and in this contract he appears to have exacted from Stark a covenant to ratify and confirm all grants or conveyances within the tract released to Stark made by Lownsdale *or his lawful attorney* subsequent to January 1st and up to March 1, 1850, and it is not pretended that during that period Lownsdale had any other attorney than Chapman. The witness Ross also testifies that while Lownsdale was absent, and as it appears, about the 20th of February, 1850, he, Ross, entered into a contract with Chapman, as the agent of Lownsdale, for the purchase and conveyance of five city lots in Portland, which Lownsdale some time after his return ratified by joining in a deed, which recited the contract, for the lots, with Coffin and Chapman.

It is clear from the evidence that Lownsdale had full knowledge of the use by Chapman of his name in the conveyance of lots, and while there is considerable direct proof, and the circumstances and the relations of the parties, go to show that he acquiesced in and ratified such acts of Chapman, there is no evidence whatever that he repudiated or questioned any such act till several years afterward. The power of attorney as interlined is sufficient for the purpose for which it was used, confers authority for the acts done under it. The conclusion then is that Chapman was the duly appointed agent and attorney of Lownsdale for the execution of the deed set out in the complaint.

But independent of the evidence above referred to Lownsdale is estopped in this case from denying the authority to Chapman to sign his name and make this deed. He accepted the deed and the property, and afterwards, for a valuable consideration, under his hand and seal assigned the deed and property to the complainant. If there was any lack of authority, or if he had any objection to the acts of Chapman, he should have objected upon the first knowledge or intimation, and let no opportunity of dissenting go by.—(16 *Bar.*, 610.)

This deed, then, is to be regarded as of the same effect in all things as it would have if signed and sealed by Daniel H. Lownsdale with his own hand. Its construction and meaning are another matter for consideration. It is peculiar if not anomalous in its form and mode of execution. It bears date 20th March, 1850, and is executed by Coffin, Chapman and Lownsdale to D. H. Lownsdale as grantee. The grantors described themselves as the "proprietors of Portland," and as such for the nominal sum of $3000, "release, confirm and quitclaim" unto one of themselves, D. H. Lownsdale, block ([illegible]), and then covenant "that if they obtain title from the United States, they will convey the same by deed of general warranty." This instrument, and the other property mentioned, Lownsdale under his hand and seal on the 13th of April, 1850, assigned to Chapman, using the words, "For value received I assign the within deed and property to W. W. Chapman as witness, &c." It is claimed by the defendants that the original instrument, if amounting to anything at all, is only the release and covenant of Coffin and Chapman; that the assignment by Lownsdale at most is only a quitclaim deed, and that no covenant expressed or implied in the original instrument is binding upon him. In cases of this sort equity looks beyond the form of the instrument and the substance of the transaction, and the primary object of the parties.—(*Story's Eq. Jur. Vol. I, 679, Dart Vend. and Pur., Chap.* 15 notes and authorities cited.)

In arriving at the intention of the parties and the true meaning of the instrument itself we are to look at the terms employed, the recitals made and the situation of the parties at the time.

The parties in this deed "release, confirm and quitclaim," covenanting to convey by deed of general warranty the title which they expect and may derive from the United States. They recite that they are the "*proprietors*," a term implying ownership—a good title, a paramount right, and the evidence is that such they claimed to have against all the world, the United States excepted. They expected a title from the United States, and as they were situated it seemed as reasonable to expect that the grant would be to them jointly as to either of them in severalty. The testimony also shows that the execution of this deed to Lownsdale was a part of a transaction which amounted to a partial partition between the joint tenants—Lownsdale received this deed for Block (78), Coffin a similar deed for Block (79), and Chapman a deed for Block (81). The transaction upon its face seems fair and legitimate, and it is unreasonable to suppose that the ultimate object of the parties was any other than to secure to each a good title to the premises released, to confirm and perfect the title without regard to the form or mode in which the title might be derived from the United States.

The covenant it is true is joint in form, but the doctrine applied in analogous cases and applicable to this case is that if necessary to effectuate the primary object of the parties equity will construe the joint obligations into several obligations.—1 *Story Eq. Jur.* 162, 164, 2 *Smith's Leading Cases*, 448, 2 *Am.* [illegible] 16 and 17.

This deed then was intended to convey, and did convey, the immediate possessory and proprietary interest and guaranteed to the grantee the ultimate title derived from the United States. The assignee of the grantee, if a third party and receiving the property and a transfer of the deed and covenant, could enforce the covenant against any or all the proprietors who should obtain title from the United States.

The assignment of the deed and covenant by Lownsdale to Chapman, placed Chapman in the same situation in respect to Lownsdale and Coffin that Lownsdale had before been in in respect to Coffin and Chapman.

It is objected to this view of the case, that the assignment of a specialty does not [illegible] of the obligation expressed in the instrument, but simply enable the assignee to enforce the covenant against the original grantor. This is true as a general rule, but in this case the recitals and form of the deed and the nature of the covenant make Lownsdale a covenantor as well as the assignor, and bind him to perform and make conveyance of the title derived from the United States to the party holding the deed and property. He acknowledges himself by his acts to have the character and estate attributed to him in the deed, and he is there represented as proprietor, and as expecting further title from the United States, and is agreeing to convey that title when obtained. With that character and representation expressed in the deed he assigns not only the property but the deed also, and I think he is estopped from saying that he is not bound to the other parties to the same extent that they would be bound to him.

It is said however that the assignment amounted to nothing as a conveyance of an interest in land. But assignment is a mode of transferring real estate recognized by the law, and was clearly so by the statute in force at the time this was made.

It is also urged that this assignment did not bind the estate that Lownsdale afterwards acquired from the government, but is only a quitclaim without covenant of warranty. This might have been [illegible] urged had there not been an assignment of the deed with all its recitals and covenants, as well as of the property. The deed and assignment must go together and operate the same as if the recitals and covenants of the deed had been formally incorporated in the assignment. The doctrine urged by the defendants that a party is not estopped by a quitclaim deed from setting up an after acquired title even against his grantee is fully sustained by the authorities cited and the authorities are not questioned or doubted, but the doctrine is not applicable to this case, if the construction put upon this deed and assignment be correct.

The principle applicable to this case is that recognized and adopted by the Supreme Court of the United States in the case reported 11 Howard [illegible] to the effect that, *whatever may be the form* [illegible] of the conveyance used to pass real property, if the grantor sets forth on the face of the instrument by way of recital or averment that he is seized or possessed of a particular estate in the premises and which estate the deed purports to convey, or if the seizure or possession of a particular estate in the premises, and which estate the deed purports to convey, or if the seizure or possession of a particular estate is affirmed in the deed, in express terms or by necessary implication, the grantor and all persons in privity with him shall be estopped from ever afterwards denying that he was so seized and possessed at the time he made the conveyance. The estoppel works upon the estate, and binds an after acquired title as between parties and privies.

But the specific performance of this covenant is resisted because of the alleged want of consideration. The position taken by the counsel for the defendants, that a specific performance should be decreed only when the contract is fair, just and reasonable in all its parts, rests upon a valuable consideration, is mutual, is free from fraud, deceit or surprise, is conceded to be a sound one. "Equity will not give something for nothing," counsel truly affirm. In this case the only consideration shown for this assignment is a release by Chapman of his interest in or claim to about forty eight acres of the Portland tract to Benjamin Stark in order to carry out or perfect an arrangement Lownsdale had made with Stark, for the settlement of some claim which Stark is alleged to have had to the town site.

Chapman's interest in the tract released is valued at the date of the release at $6000 to $8000. It is insisted, however, that there was a controversy with Stark which it was for the interest of Chapman as much as of Lownsdale and Coffin to have settled, and that the ratification of Lownsdale's arrangement should not be regarded an adequate consideration for the assignment of the deed. It would seem that Lownsdale regarded it sufficient at the time, and accounted it "value received." The assignment and Chapman's release are of the same date and no doubt were contemporaneous acts. It is not reasonable to suppose that the parties were at the time seeking to defraud each other, but all the circumstances indicate that the transaction was upon a good understanding between them, and that they supposed at the time they were respectively giving and receiving fair equivalents for their conveyances. But looking at this matter from the defendant's point of view, his position might be true if Chapman, when he bought an interest in the town site and paid or agreed to pay for it $26,00, was cognizant of Stark's claim, and of the controversy which might arise out of it. The point urged is based upon the assumption that he was apprised of Stark's claim when he purchased, and upon the further assumption that Chapman was not occupying and in actual possession at the time he released to Stark. Neither of these assumptions is supported by the testimony. There is no evidence in the case that Chapman had ever seen Stark or that Stark had ever resided on the claim a single day prior to the 13th of April, 1850, nor that Chapman knew anything whatever of his claims before that day. The papers introduced to raise a presumption that a real controversy existed, and that Chapman was cognizant of it, do not convey any such idea. On the contrary they tend to negative Stark's right to any part of the Portland claim at that time. The deed from Lovejoy to Stark of an undivided half of the Portland claim dated Nov. 1st, 1845, and recorded without acknowledgment 23d November 1850, describes Stark, not as a resident of Oregon but as "Benjamin Stark of the Barque [illegible], from the City of New York," and the agreement between Stark and Lownsdale, dated March 1st, 1850, represents Stark as "of the town of San Francisco, California."

The evidence is clear that Chapman was in possession of the tract released at the time of executing the release, and had been for some time prior thereto.

Looking at all the evidence relating to Stark's interest at the time of Lownsdale's alleged settlement and the grounds he had for resisting Chapman's claim accompanied as it was by possession, I think Chapman was warranted in considering his possessory right to one undivided third of that forty eight acres, and his right to ultimate title from the United States as valuable, in the face of any controversy that Stark might raise in the courts or in the land department of the Government.

The consideration being held adequate there is no pretense upon the view here taken of the deed and assignment that in other respects the contract lacks requirements to entitle the complainant to a specific performance. [illegible] transaction lots (2), (3) and (4) in block (78) seem to have been reconveyed or relinquished to Lownsdale so that the present controversy relates only to lot (1).

The evidence shows that Lownsdale has obtained title from the United States to the tract including this lot and he should be decreed to convey it according to the covenant expressed in the deed.

Another point, however, was raised by the defendant upon this part of the case, which should be noticed. It is claimed that subsequent to the assignment of this deed the parties [illegible] their contracts relating to the land since called "the levee" and in having the [illegible] controversy and surrendered this lot with others conditionally to the public and that on the failure of the claim of the public [illegible] to Daniel H. Lownsdale, the [illegible]

The position is not established by the evidence [illegible] In the [illegible] April and May [illegible] of July [illegible] between Chapman and Lownsdale [illegible] as it did when the deed and property were assigned to Chapman.

The alleged possession of this lot by D. H. Lownsdale between 1852 and 1858 was in violation of the injunction in the levee suit, and on that the [illegible] the Department in the [illegible] the property [illegible] patent [illegible] Furthermore the proofs show that Chapman never did abandon the premises [illegible] In the three conclusions I think that this complainant upon the allegations and proofs is entitled to [illegible] the deed and assignment alone as against Daniel H. Lownsdale or his administrator, as to the tract proved in the bill.

But there is another contract set out in the bill which the complainant, while maintaining the sufficiency of the deed and assignment as a ground for relief, offers as supplying all defects and securing and renewing the obligation set out [illegible] to be created by the deed before considered. Though I do not consider the examination of the points made respecting this agreement necessary to the decision of this case, yet as the argument on both sides relative to its meaning and effect was [illegible] and earnest it is proper that it should be briefly stated.

This agreement was made under seal and was executed by Lownsdale, Coffin and Chapman on the 10th day of March 1852. It recites the joint proprietary claim of the parties to the Portland tract, their proceedings in the laying out of lots and [illegible] refers to the requirements of the Donation law making it necessary in order to obtain patent that each should designate before the Surveyor General the precise and particular portions of said tract which each by agreement with the others respectively claim, &c., mentions an agreement that they will go before the said Surveyor General and designate by metes and bounds the tract or portion which each claims, &c. They then covenant, each with the others, for a sufficient consideration expressed, among other things, severally to perform all contracts and agreements made with each other or with other persons respecting said tract of land, to comply with the requirements of the law, and use all due diligence to obtain patent for the portion of the Portland tract which each shall designate before the Surveyor General, and on obtaining patents to make to the party or parties entitled, a good and sufficient deed of warranty for property falling within such tract. They further covenant that when either holds lots under the deeds of partition before made in the portion which may set apart to the wives of Lownsdale and Chapman respectively, they will exchange lots with each other so that the right of those women shall in no way be affected by the acts or agreements between those parties.

It is objected at the outset to this contract that it [illegible] that it was an escrow, and never took effect as a binding deed or covenant. The only support I find for this position is a statement in the recitals of the instrument in these words, "and whereas the said Lownsdale, Coffin and Chapman will simultaneously with the signing and delivery of these presents, and with the delivery thereof to J. Quinn Thornton as an 'escrow,' to be by him held until a division of said claim before the Surveyor General, go before the said Surveyor General, &c."

An escrow is a deed delivered to a third person to hold or keep till some act is done, or condition performed, with instructions as to a future delivery.

A deed deposited by the parties without instructions as to a future delivery is not an "escrow." This instrument, except in the clause above quoted has upon its face none of the characters of an "escrow," but appears to be delivered at the time of signing to each other, and is an agreement effectual *in presenti* with penalties and conditions.

There is no [illegible] agreement respecting a subsequent delivery shown by virtue of which it could be treated in Thornton's hands as anything different from what it purports to be on its face.

A written agreement may be and often is effectual between the parties though deposited without instructions with a third person. What then if anything had these parties to do in order to render this agreement binding and effectual between themselves while it was in Thornton's hands? I think nothing more than is expressed in the quotation above, to be [illegible] held [illegible] *a division of said land* before the Surveyor General.

The evidence is that such a division was made by the parties and notifications filed by each pursuant to such division, when that had been done the contract took effect, and either party, upon the performance on his part of the covenants, could enforce it against the others. The evidence also shows that Lownsdale himself consented to its delivery by Thornton to the Surveyor General.

The inquiry then is, Has this complainant performed on his part the covenants made by him, and is Lownsdale or his administrator able to convey the property in dispute?

It is not denied that Chapman has obtained a patent from the United States for the tract designated by him before the Surveyor General and notwithstanding the charges of fraud made in the answers, in the absence of proof to sustain them, it must be presumed that such patent was duly and regularly issued.

The evidence shows that soon after the filing of notifications the parties met and considered the probable location of the line of division between the tracts to be set apart to them and their wives respectively and they then ascertained what lots Chapman held by deeds of partition in Mr Lownsdale's portion, and what lots Lownsdale held in Mrs Chapman's portion, and it was found that the balance of such lots upon exchange was in favor of Chapman and according to the agreement Lownsdale was to make up such deficiency to Chapman in some other place. The parties then had what they call a "testing" of lots to each other—an irregular proceeding, but intended at the time to operate among themselves as a mutual relinquishment of the [illegible]. The evidence shows that Lownsdale has used and controlled the portion set apart to his wife ever since, and there is no evidence that Chapman has ever [illegible] interfered with any of the lots in that part of the claim. So far I think the complainant has performed his contracts.

But it is claimed that Chapman has not performed his contracts with Lownsdale made prior to [illegible] it is charged that certain notes given by Chapman to Lownsdale as part of the purchase price of his interest in the Portland claim and amounting to [illegible] $7000 have never been paid. The notes are produced by Chapman [illegible] The notes bear date the 10th of December 1849 and were payable six, twelve [illegible] months after date. They have Lownsdale's [illegible] upon them [illegible] raises a presumption of payment. But it is [illegible] that they were surreptitiously obtained from Lownsdale [illegible] Coffin [illegible] but an error in the computation was discovered afterwards [illegible] Chapman at [illegible] matter and [illegible] both parties [illegible] Coffin [illegible] the balance due on the note [illegible] in block (78) [illegible] Lownsdale was [illegible] So the matter was [illegible] The testimony of Coffin on this point is clear, direct [illegible] that Coffin is unimpeached and is not contradicted.

The impeaching evidence relates entirely to certain statements [illegible] of Coffin [illegible] made in conversation with Lownsdale relative to their difficulty about their Portland claim. Aside from the general features of the transactions, where this impeaching evidence originated it is said to have been found, (which upon the proofs relative thereto appear much like a trick to catch up Coffin's words and make evidence in this case,) it must be noticed that the reports of conversations at second hand are the most unsatisfactory and suspicious sort of testimony. So imperfect is the power of attention, so frail and slippery is the memory, so great the liability to misunderstand, and so powerful the influence of prejudice, that to entitle such evidence to much weight, even impeaching evidence, it must be consistent with facts and circumstances otherwise established. Now the evidence outside of Coffin's deposition shows that Lownsdale gave Chapman notice that the notes had not been paid, and that [illegible] payment to any other but himself which [illegible] Chapman acknowledged the receipt of by an indorsement made thereon at the time that [illegible] during the next year Chapman and Lownsdale were on friendly terms, doing business together, and though Lownsdale complained to the witness Warren of Coffin's conduct in the matter some time after the affair had transpired yet he made no complaint of anything Chapman had done or neglected to do in respect of the transaction, that in June following the proprietors again made [illegible] conveyances of a large number of lots to each other, by the same sort of joint "*proprietors deeds*," at which time Chapman received a conveyance for nearly four hundred lots in Portland; that in July they had some sort of mutual agreement about the compromise of the "levee suit"; that in November 1850 Lownsdale and Coffin made a conveyance to Chapman of some lots in Portland; that on the 20th of November 1850 Lownsdale executed to Chapman his receipt in full of all accounts, including town book accounts, which receipts [illegible] clearly shows that the parties had at or about that time a settlement of accounts. No suit against Chapman appears to have been ever commenced by Lownsdale to recover any part of the money alleged to be due on the notes nor does it appear that any proceedings against Coffin either criminal or civil were ever commenced by Lownsdale on account of Coffin's alleged conduct respecting the notes. The appearance of these papers, the acts of the parties, and Lownsdale's conduct regarding the matter, all sustain and confirm Coffin's statements and make the pretense that Chapman surreptitiously obtained those notes and has never paid them appear absurd and false.

Again, it is objected that Chapman has failed to comply with his covenants, because he has charged different parties one sum or another for executing warrantee deeds for lots within his tract, conveyed in 1850 by the proprietor's deeds. This evidence shows that in cases where the chain of title has been complete, and the lot holder has presented a clear right to a conveyance, Chapman has made warrantee deeds at no other cost than a reasonable charge for drawing up the papers and paying the expense of acknowledgment. In other cases where Chapman has been asked to search out the chain of title and in outside deeds and exhibit a clear right in the lot holder by a series of transfers from the proprietors' deeds, he has made a charge for such services as a lawyer and it is not apparent that he had not a clear right so to do under his contracts, nor does it appear that for his services in that capacity he has exceeded the charges usually made by the profession.

It is further objected in defense that Chapman has wrongfully conveyed to strangers certain lots in his tract, which by his covenant he was bound to convey to Lownsdale or his assigns under the partition deeds of June 1850. Chapman shows by his evidence a general offer published and made known to the world, to execute warrantee deeds to all parties entitled to such deeds for lots in his tract, and that as far as parties have shown a right and asked for deeds they have been executed.

By his proofs he has made out a *prima facie* case of full performance, in this particular and it is incumbent on the defendants to prove their specific averments of non-performance. This, they have failed to do. Their proof is however that a certain lot in block 187 was by the proprietors' deed of 1850 conveyed to D. H. Lownsdale and the same lot was afterwards in 1851 conveyed by Lownsdale to Mason, and that in 1852 Chapman conveyed it to one Mellon. No conveyance from Mason to any person is shown, nor does it appear whether or not Mellon pretended to have any right to the lot before Chapman conveyed to him in 1852. The consideration named in this deed to Mellon is $200, and there is no evidence aside from the deed itself, as to what the real consideration was. It does not appear that anyone holding under the proprietor's deed has ever asked for a confirmation of his title. From these facts it is insisted by the defendant that it is to be presumed that Chapman had no right to convey to Mellon and by so doing has violated his agreement with Lownsdale. On the other hand it is insisted by the complainant that these facts do not overcome his proofs of performance, and he suggests, as a presumption as strong as that contended for the defendants that Chapman had himself secured Mason's title, and so had a right to convey to whomsoever he pleased. Without going out of the evidence to find one inference or another I think the facts proved on this point do not overcome the evidence of performance offered by the complainant.

The contract now under consideration provides for the execution of deeds of confirmation and warranty when patent is obtained and [illegible] patent to Lownsdale is not proven, and that consequently it does not appear that Lownsdale is able to fulfill this contract according to its terms. The word *patent* is used in the contract, it is true, but the primary object of the parties evidently was to bind themselves respectively to make deeds of warranty when each should obtain title—have a right [illegible] to convey a fee. The evidence in the case derived from the depositions, from the [illegible] date show that a final award of patent to Lownsdale for the tract including this lot [illegible] made by the Secretary of the Interior, and that a patent might long since have issued and been received by Lownsdale if he would accept it. Under these circumstances, the want of a patent is to be attributed to Lownsdale's refusal to take it and he cannot protect himself behind such refusal especially when it is in direct contravention of his own agreement now under consideration. He should be treated as if he actually had a patent and was able to convey a fee simple.

Upon the consideration of this agreement then I think that [illegible] to convey the lot in controversy by deed of general warranty he should be decreed against the administrator of Daniel H. Lownsdale [illegible] which leads to the other branch of the case—James P. O. Lownsdale claims [illegible] purchaser in good faith, and [illegible] consideration. He has a deed from his father regularly [illegible] duly acknowledged and recorded [illegible] the lot in controversy [illegible] The deed under which complainant claims was not recorded nor acknowledged. James P. O. Lownsdale has a good title unless it appears that his purchase was in bad faith (at least not in *good faith*), or without valuable consideration. At the outset of the inquiry [illegible] at this point the complainant insists that the defendant has not by his answer put himself in a position to claim the protection of the Court as a subsequent purchaser. The rule of pleading governing the case is that adopted in [illegible] (2 *Cowen* 173) where the Court hold that a *bona fide* purchaser will not be protected on mere averment or allegation; the protection of such purchasers is necessary only when the plaintiff has a prior equity which can be barred or [illegible] by the subsequent acquisition of a legal title with an equity arising from the payment of money, the [illegible] without notice, and a clear [illegible]

[illegible] setting up matter not in the bill, a new case is made [illegible] a right or title, operating [illegible] and avoid the plaintiff's equity which must otherwise prevail. The answer setting up the [illegible] evidence against the plaintiff, who [illegible] to contradict or rebut it. It must be established affirmatively by the defendant independently of his oath. In setting it up by plea or answer it must state the deed of purchase, the date, parties and contents briefly; that the vendor was seized in fee and in possession; the consideration must be stated with a distinct averment, that it was *bona fide* and truly paid, independent of the recital in the deed. Notice must be denied previous to and down to the time of paying the money and the delivery of the deed, and if notice is specially charged, the denial must be of all the circumstances referred to from which notice can be inferred. Such, say the Court, is the case which must be stated to give the defendant the benefit of an answer or plea of an innocent purchase without notice.

Tested by this rule the answer of James P. O. Lownsdale [illegible] should be held defective, evasive and insufficient, but [illegible] rule should not be applied with strictness to this case out of [illegible] the phraseology and form of statement used in the bill. The answer may be called responsive to the bill, though not as full and definite as is generally required. Upon the issues as they stand I think the burden of proving notice is upon complainant and that of proving a consideration *bona fide* and truly paid upon the defendant. Proof of actual notice to the defendant of the complainant's right and claim before the payment of the consideration, or the failure of the defendant to show such a consideration as equity judges sufficient will defeat the claim set up by the defendant.

Under our registry law a subsequent purchaser claiming protection against a prior equity must appear to be in "*in good faith and for a valuable consideration.*"

As to what constitutes a purchaser in good faith, it is the settled doctrine in cases arising under the registry acts as well as those before such acts were passed that a person who purchases an estate after notice of a prior equitable right makes himself a *mala fide* purchaser and will not be enabled by getting in the legal estate to defeat such prior equitable interest. (*Dart on Vend. and Pur.*, 400, *Le Neve vs. Le Neve*, 2 [illegible] *cases in equity*, 127, *and notes and cases there cited.*)

In this case it is in evidence that as early as 1852 and 1853 the father made conveyances of a large amount of real estate to the son, when, from the facts shown, it is altogether improbable that he could have paid for it or was able to pay any sufficient consideration, and the transaction indicates, at that time, a collusion between the father and the son to defeat the just rights of the father's creditors, and an intimate acquaintance on the part of the son with the business affairs of the father. The father was agent and attorney in fact for the son, during the absence of the latter from 1853 to midsummer in 1861. The son, however, had returned sometime before this lot was conveyed to him and at the time was living in the same house with the father and was taking an active part in the adjustment and disposition of the father's business and property, during this same time the father made repeated attempts to sell this property, and failed because of the existence of complainant's claim to it, which seems to have been generally known to those to whom he offered it, and on one occasion when the father was negotiating a sale of it, the son was present and the claim of the complainant was discussed, and a purchase declined by the party urged to buy because of the doubt and cloud which the complainant's deed cast upon the title of the father. The decree rendered in the former suit in favor of the complainant was recorded as a conveyance, and though that suit was about that time pending on appeal before the Supreme Court in this city, and the decree was reversed, yet the bill of which complainant's deed was made a part, was not dismissed but the cause was remanded to the Circuit Court and still remained pending. Two days after the decree of the Supreme Court the other attempts of the father to sell the property having failed, the son took a conveyance for it. From these facts and circumstances, I conclude that J. P. O. Lownsdale had actual notice of the claim and right of the complainant before his alleged purchase was made. Under such circumstances he should have stopped his hand and not proceeded to take away the complainant's right by getting the legal estate. A deed taken under such circumstances, by the ruling authorities is held to pass no title.

The proof offered by the defendant of consideration for his purchase of this lot shows that no money was paid by the son to the father, or for him at the time, but the son simply became surety on certain appeal bonds to carry certain cases wherein judgments had been rendered against the father to the Supreme Court. Others were joined with the son in these bonds, and [illegible] the proof shows specially assumed independently of the general liability created by the bonds to pay nearly [illegible] of the amount of the judgment appealed from. Here was at most only a contingent liability assumed by the son. And it appears that on the same day that the lot in controversy was conveyed seven other lots on "the levee" were also conveyed by the father to the son, (four of them being included in the same deed with this one) and no other consideration for the purchase of any of them is shown than the one claimed for this lot. Now, in case the judgments appealed from had been reversed and new trials in those cases ordered, the son would have had nothing to pay, and the creditors have been driven, in case of recovering judgments after a new trial to further litigation with the son [illegible] with a fair chance of entirely losing their debts; for it appears that while that same levee property was in litigation with the city and not supposed to be subject to sale for Daniel H. Lownsdale's debts, executions against him were returned [illegible] and he was considered [illegible]

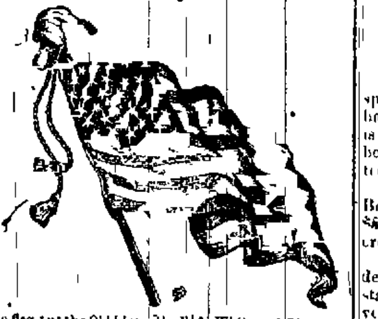
The judgments appealed from, however, were affirmed by the Supreme Court, and James P. O. Lownsdale [illegible] compelled the creditors to collect them by execution and sale of the very property his father had conveyed to him by the deed above mentioned, see execution and return [illegible] in this case, but it does not appear from the proof that James P. O. Lownsdale ever paid anything upon these judgments except as a redemptioner [illegible] the property. Looking at the case in the light of the [illegible] of the authorities bearing upon the subject of [illegible] in such cases I do not think that the obligation assumed by James P. O. Lownsdale [illegible] before the Court in the position of a *bona fide* purchaser for a valuable consideration. All the transaction appears rather [illegible] party in controversy for [illegible] regardless alike of the rights of creditors [illegible] of the complainant in this suit. The conveyance under which the defendant claims should therefore [illegible] and annulled, according [illegible] the purchase by James P. O. [illegible] of the lot in controversy, from [illegible] Cohen had no right [illegible] by virtue of purchase at a Sheriff's sale [illegible] suit [illegible] was commenced [illegible]

Decree [illegible] for the complainant according to the prayer of his bill.

[illegible] SHATTUCK, Judge.

The decree [illegible] in the usual form in favor of the complainant [illegible] conveyance of the [illegible] by the administrator of D. H. Lownsdale, and that the complainant have quiet possession [illegible] Its length [illegible]

# The Daily Oregonian.



No flag but the Old Flag—the Red, White and Blue,
With the stars all on, and the stripes unbroken [illegible]
[illegible]
Whose [illegible] thought [illegible] our sires [illegible] dear [illegible]

TUESDAY MORNING, MAY 26, 1863

## By Telegraph

The dispatch this morning contains several items of agreeable news, but the most welcome to all loyal readers is that which dispose of the traitor Vallandigham until the war is over. He is assigned to safe quarters in the commodious Government hotel known as "Fort Warren." If he happens to be elected Governor of Ohio this fall, we think he will find it difficult to assume his duties as such, next January.

Look out for stirring news from the army in Tennessee and Kentucky, as well as from that under Grant. The position of our forces there is critical and of great importance, and while the intelligence from the vicinity of Jackson Miss. is favorable to-day, we are not so well pleased with the reports from Kentucky.

RECAPTURED.—John Crow, the escaped convict, horse thief and highwayman, has been recaptured on the Umatilla river within the boundaries of Oregon. He had been robbing and plundering the settlers on the Umatilla since his escape from the Walla Walla jail.—The authorities of Oregon should take measures to have Crow returned to the Penitentiary and kept there. He is an enterprising and desperate rogue.

AN OREGONIAN HIGHLY COMPLIMENTED.—In an Eastern Exchange we notice a report of Admiral Lee, commanding U. S. ship *Minnesota*, dated "Off Newport News 20th April 1863," part of which we quote, as it refers to young Lamson of this State, now in the U. S. Navy.

Yesterday the joint expedition conducted by General Getty and Flag Lieutenant Lamson, easily captured the troublesome battery at West Branch, containing four field pieces and about one hundred men. I am informed that great credit is due to Lieutenant Lamson for the prominent part he took in planning and conducting this handsome affair.

A CRY FOR BREAD OR PEACE.—Posters, of which the following is a copy, were posted up the most public places of Mobile, on the 6th of April. It is one of the unmistakable signs now becoming quite common, that the distress of the people in the rebellious States has reached a point that is almost unbearable.

BREAD OR PEACE.

It has not yet come to be a question of bread or peace with us, yet we are fast coming to it. If our Government can compel a man with a family of children to fight for it for $11 per month, it can compel and *must*, those who stay at home and enjoy their ease now, and will enjoy our freedom when achieved, to feed the poor children of poor fathers, the widows, whose only sons are fighting the battles and enduring the terrible hardships of the march and camp, foodless, clothesless and shoeless. Forbearance will soon cease to be a virtue.

Our wives, sisters and little ones are crying for bread! Beware! lest they cry for *blood also!!!* We have had enough of extortion and speculation. It is time the strong arm of the law was extended.

The people will rise, sooner or later! There are lamp posts and rope enough to cure this worse than treason—and the remedy will be applied by an outraged people.

BRUTUS II.

THE FIRE AT ALBANY.—The following particulars of the late destructive fire at Albany we take from an extra of the *Democrat* of Sunday morning, May 24th:

About one o'clock this morning a fire broke out in the vicinity of the Albany Hotel, and the flames spread rapidly to the adjoining buildings, destroying all that row of buildings from the hotel to Ganter's jewelry shop, inclusive. On the opposite (north) side of the street, the buildings belonging to W. W. Parrish & Co., John Conner, A. D. Shelby, and J. Fleischner & Co. were saved by the favorable direction of the wind and the almost superhuman efforts of our citizens. The front of Conner's building was blackened and charred, window glass broken out, and the blankets hung in front for its protection were crisped from the intense heat of the burning buildings. The tin shop of Godley & Sons on the same block and south of the burnt district was saved. J. Q. Thornton saved only a portion of his law library. The records, regalia and everything belonging to Albany Lodge I. O. O. F., were consumed. Conflicting opinions exist as to the origin of the fire—some thinking it was the work of an incendiary and others that it was the result of accident. The latter conclusion is most probable. The following are the estimated losses, some of which, on further developments, may be reduced considerably: J. M. McConnell $2,000; J. Gradwohl $1,500; Cheadle & Altree $1,000; Thompson & Paxton $2,500; D. Beach & Co., $2,000; W. & F. Monteith, $3,000; Albany Lodge I. O. O. F. $500; J. Q. Thornton $200; Dr. Tate $500; Max Minerzheimer $2,500; other losses $1,000. Total—$16,500.

The Washington correspondent of the New York *Tribune* says: A party consisting of Daniel G. Major, of the National Observatory, Professor He[illegible], Colonel A. H. Jones and P. Hannay, [illegible] about to leave on a tour of exploration to examine the mineral resources of Pike's Peak, Nevada, Colorado, California, Oregon and Washington Territory, particularly concerning the quartz mines, whether [illegible]. A contract has been entered into with Daniel G. Major by the Commissioner of the General Land Office, to run the line of 46° latitude between Oregon and Washington Territory by astronomical observation and ground survey. He is also to run lines [illegible] in Washington Territory.

## By Overland Telegraph.

SPECIAL DISPATCHES TO THE DAILY OREGONIAN.

### LATER FROM THE EAST.

### Dates to May 19th.

NEW YORK, May 18th.—The *Tribune's* special dispatch says that the Provost Marshals have been directed to report forthwith, but it is supposed to be doubtful whether any can be made before the middle of July. Volunteering may be call[illegible].

Sterling active at 164 [illegible].

Bank statements show an increase of loans $496,000; increase of specie $464,000; increase of deposits $2,222,000.

NEW YORK, May 19.—The army correspondent of the *Herald*, under date of May 17th, states that the rebel pickets on that day were very uncommunicative [illegible] rose their [illegible]. Our soldiers have an impression that they had heard [illegible] from some [illegible].

The *Herald's* Washington dispatch says that the rebels delivered to Col. Ludlow about 7,000 prisoners, who have arrived at Camp Parole at Annapolis. The rebels do not include the release of commissioned officers, except as we have rebel officers to exchange for them.

Secretary Stanton has not made any authoritative decision relative to the conscription act.

PHILADELPHIA, May 19th.—Jay Cooke reports that the sale of five-twenties last week amounted to $10,000,000, and this week's sale promises to exceed that amount.

NEW YORK, May 19th.—Sterling lower 163; Gold 49⅞.

WASHINGTON, May 19th.—The official report of Col. Davis, commanding a portion of Stoneman's expedition through Virginia, says our total loss in the expedition was two commissioned officers and 33 enlisted men. We brought with us 100 mules and 75 horses captured from the enemy. We captured in the course of our march a much larger number, which we could not bring away. The amount of property destroyed is estimated at over $1,000,000.

CHICAGO, May 19th.—A special Washington dispatch says Senator Wilson, who is now here and who drew up the conscription bill, is understood to differ entirely from the decision of the War Department [illegible] the $300 clause. The section relating to it is nearly a verbatim copy from the French law, which is executed as the present law was intended by its framer.

WASHINGTON, May 19th.—Officers state that extensive works have been erected on the turnpike between Richmond and Fredericksburg, heretofore unknown to us.

NEW YORK, May 19th.—The *Times* special dispatch contains the following: The Richmond *Enquirer* of the 16th says trains from the White House on the York river railroad have been making regular trips to the river.

In speaking of the retaliatory resolutions of the rebel Congress in relation to the officers of negro regiments, the *Enquirer* says the Yankees will in return, hang rebel officers, and seems to be in grief over the matter.

Gen. Stahl is impressing all horses whether of rebels or Unionists, he [illegible] this being necessary to prevent their being seized by guerrillas.

Two negro regiments were mustered into the service to-day.

Contrabands have commenced work on abandoned farms on the opposite side of the Potomac.

NEW YORK, May 19th.—A Cansville letter of the 16th, states that a severe infantry fight took place near Suffolk, Va., on the morning of the 15th. A heavy rebel force of infantry is reported as having driven in our pickets at Beaver Dam Church. Troops were sent out to oppose them and the rebels retreated, but again opened soon after on our troops and were again repulsed. Our forces now occupy a strong position in and around Cansville.—Our loss was two killed, 21 wounded and six missing.

A steamer from Port Royal reports that when off Charleston, she heard heavy firing, supposed that our iron clads were attacking the batteries on Morris Island.

CINCINNATI, May 19th.—A general order was issued yesterday, announcing the decision of Court Martial in Vallandigham's case.—The Court finds him guilty of the charges and specifications alleged, and sentenced him to be closely confined in some fortress in the United States during the war. Gen. Burnside approves the sentence and has selected Fort Warren as the place of imprisonment.

A letter from Russellville, Ky., states that on Wednesday, April 31st, a party of sixty guerrillas fired on a train near South Union. The guard on the train returned the fire, routing the rebels, killing one and wounding four. The rebels are collecting a large force north of Cumberland, Ky., and another large force of infantry in East Tennessee.

LOUISVILLE, May 19th.—A rebel force is in Wayne and Clinton counties, Ky., said to number 17,000, with 34 pieces of artillery. Four regiments of infantry passed through Jamestown on the 16th, and more regiments are reported at Morristown, East Tennessee. Buckner is said to be at Clinton. The rebel pickets are said to be on the Cumberland at every point.

A letter from Richmond, Ky., says the rebels have crossed the Cumberland and are advancing on that place.

It is undeniable that another advance on Kentucky is contemplated, which will flank Rosecrans and drive him from his strong position at Murfreesboro.

WASHINGTON, May 19th.—The following is received to-day: Memphis, May 17th.—To Gen. Halleck: Papers of May 14th from Vicksburg and Jackson report that General Grant defeated Gregg's brigade at Raymond on the 12th. The rebel loss admitted to be 700. The next day Gregg was reinforced by Gen. Walker, when [illegible] at [illegible] Mississippi Springs and [illegible] towards Jackson.

A letter from Canton, Miss., says the federals had taken Jackson from the [illegible], probably by a cavalry movement.

Gen. Joe Johnson arrived at Jackson May 13th and went out towards Vicksburg with three brigades. He must have been west of Jackson when the capture was made by our forces.

CHICAGO, May 18.—The latest intelligence from Grant's army, through federal channels, are to the 11th, which states that at that time Logan and Osterhaus were marching up the Black river expecting to engage Pemberton near the bridge over that stream. Women and children, with all valuable movables, have been removed from Jackson. All the men had been forced into the rebel army. It is further stated that Osterhaus had made large captures of men, artillery, ammunition and commissary stores a few miles from Raymond. Bowen's forces were estimated at 1,000. Pemberton's at 30,000. The latter was reported strongly entrenched near the bridge. A great battle was imminent. The health of the army than was better than ever before.

The rebels, 600 strong, with two pieces of artillery, fired into the steamer *Warsaw* 15 miles above Greenville, Miss., on Thursday, the 14th, killing two and wounding four. The fire was returned and several of the rebels were killed.

CHICAGO, May 19.—It is reported that our forces burned the State Capital at Jackson.

Miss. Heavy reinforcements were hurrying [illegible] 12 miles out of Jackson.

NEW YORK, May 19.—C. Thorp from [illegible] Parks, [illegible] states that General [illegible] than killed and the [illegible] country [illegible] Banks campaign will [illegible] negroes.

[illegible] rebels are on [illegible] argument [illegible] is only [illegible] they can in the extreme Southern States [illegible] their ranks. The negroes [illegible] war in adopting a uniform [illegible] is their death warrant if taken by the rebels.

ELECTION RETURNS.—One year ago the Democrats won Chicago electing Francis C. Sherman Mayor by 1,500 majority, and carrying [illegible] Sherman by 118 majority on [illegible] 1,000 and have [illegible] their ascendancy in the [illegible] words, in spite of heavy volunteering meantime from that city, and with the patronage of the city in their [illegible] they have drifted so far to leeward that they are certain to be wrecked on the next trial.

Springfield, the Capital of Illinois, which went Democratic last Spring by 200, has just gone Republican. Cincinnati, which last Spring went Democratic by 3,000 majority, has [illegible] the other way by 1,500. St. Paul, which usually gives 500 Democratic majority, has just given [illegible] and so on. Whoever says the recent Western elections do not indicate a slow but decided change in favor of the Union War party, does so in the teeth of notorious and unmistakable facts.—*New York Tribune.*

THE NEXT CONGRESS.—The question who shall be Speaker of the next National House of Representatives is already being agitated. [illegible] the [illegible] of Speaker is sure [illegible] the West [illegible] Schuyler Colfax of Indiana [illegible] Washburne of Illinois [illegible] will be the opposition candidate. The Clerk will come from the East, probably [illegible] of Maine or Mr. Buffington of Massachusetts, both members of the last House. This is the slate the knowing ones have marked out.

THE CONSCRIPTION LAW.—New York, May 16th.—A special dispatch to the *Express* says: Representations having been made by influential citizens of Illinois that the acceptance of three hundred dollars from drafted men in lieu of service in accordance with the thirteenth section of the conscription law, throughout the West would degenerate (?) the enrollment measures and defeat the intent to raise an army. Secretary Stanton is understood to have decided that it is optional with him to recognize the munch or reject it. Solicitor Whiting of the War Department is understood to concur in these views. The President is [illegible] to concur in the [illegible] of this policy. The clause of the Act selling exemptions at $300 will therefore be practically ignored.

Queen Victoria is taken to task by the London *Times*, which with characteristic impudence, tells her that she must now dry up her tears, be a woman, give up her mourning, and be a sovereign again—intimating that the nation is weary of her weeds, and regrets. Not a little fault has been found because she wore black at her son's wedding.

☞ ESPECIAL ATTENTION is respectfully directed to our exclusive [illegible] of the renowned GOLDEN BALSAM, a preparation compounded by the celebrated Dr. [illegible], and which we pledge our [illegible] for Syphilis in all its stages. For obvious reasons we cannot [illegible] efficacy [illegible] never known one instance of its failure. [illegible] a sufficient guarantee of its intrinsic [illegible].

Price, $30 a dozen or $5 per Bottle.

[illegible] Golden Balsam [illegible]
RICHARDS & WHITFIELD,
Importers, Wholesale and Retail Druggists,
[illegible] of Clay and Sansome streets, San Francisco.
SMITH & DAVIS, Agents, Portland, Oregon. [illegible]

Ho! for Boise, John Day and the Powder River Gold Mines!

THROUGH WITHOUT DETENTION!

The only sure [illegible] miners [illegible] the new [illegible]

Supplies in Portland!

[illegible] Dalles to the New Diggings!

20,000 pounds [illegible] 30,000 pounds [illegible] 20,000 pounds [illegible] Beans, 200 pairs of [illegible] Gray [illegible] with a full supply of Groceries, Boots, Shoes [illegible] can now be obtained at

HARKER BROS.,
No. 12 Front street [illegible]
Portland, March 14, 1863.

Dr Hall's Balsam [illegible] CONSUMPTION [illegible]
REDINGTON & CO.,
General Agents for the Pacific Coast,
416 and 418 Front street, San Francisco.

DENTAL CARDS.—Certificates [illegible] Dr. W. KOEHLER from his former [illegible]

[illegible] Dr. W. KOEHLER [illegible]

[illegible] TITUS, M. D.

[illegible] KOEHLER [illegible]

[illegible] W. M. FADDEN, M. D.

[illegible] FORT VANCOUVER, W. T. [illegible]

GENERAL ORDER No. 1.

By authority received from the Headquarters of the [illegible] all deserters who will surrender themselves [illegible] military post or to any recruiting [illegible] the 1st June 1863, will receive the privileges granted them under the Act of [illegible] Proclamation of the President [illegible] 10th March. They will be restored to duty without punishment [illegible].

FREDERICK MEARS.

Storage [illegible]

Dalles [illegible]

[illegible] Jan [illegible] CASEY BIVEN

TO EPICURES—A LUXURY [illegible]

Masonic [illegible] F. & A. M. [illegible] good standing are [illegible]
W. M.

## NEW TO-DAY.

For San Francisco,
DIRECT,
THE STEAMSHIP
BROTHER JONATHAN,
S. J. DE WOLF, Commander,
Will sail on
Tuesday, May 26, at 6 o'clock P.M.
For Freight or Passage [illegible]
ALLEN & LEWIS, Agents.

UMATILLA OR COLUMBIA CITY!
M. AINSA,
COMMISSION MERCHANT,
No. 18 Front Street,
UMATILLA, OREGON.

MR. M. AINSA [illegible] will be sold [illegible]

REFERENCES—Richards, McCracken, L. Beebe. 1w

WILLAMETTE THEATRE.
P. El-Malhabur,
[illegible] of the Oriental Magic [illegible]
PRESTIDIGITATOR
Has the honor of announcing to the public of Portland and the citizens of Oregon, that he will give one of his Original Entertainments, or
SOIREE MYSTERIEUSES,
On Friday and Saturday Evenings,
May [illegible] and 30th, at the Willamette Theatre.
He will perform TWELVE BEAUTIFUL MAGICAL EXPERIMENTS in his Oriental Temple of Wonders or
Cabalistic Boudoir!
Prices of Admission—Dress Circle $1; Parquette [illegible] Children Half Price.
☞ [illegible] o'clock precisely.
May 26th, 1863.

Chas. Barrett's Again
CHINA Cards,
Bristol Board,
Music,
Nautical Almanacs,
Webster's Spellers,
Farmer's Pride,
Fortune Telling Cards,
Blank Deeds for Oregon,
Marriage Certificates, &c., &c., at
CHARLES BARRETT'S.
may 26tf

City Collector's Notice.

THE ATTENTION OF LICENSE and TAX-PAYERS [illegible] the Ordinance [illegible] passed by the Common Council [illegible] Licenses and Taxes [illegible] after this date.

Ordinance No. 138.

AN ORDINANCE regulating the [illegible] and collection of [illegible] Taxes [illegible]

*The City of Portland do ordain as follows:*

SEC. 1. All Taxes and Licenses of every nature whatsoever shall hereafter be paid in gold or silver coin of the United States of America.

SEC. 2. It shall be the duty of the City Collector from and after the passage of this ordinance to collect all taxes [illegible] or which shall hereafter be [illegible] in gold or silver coin of the United States of America and in no other coin.

SEC. 3. This ordinance shall be in force from and after its approval by the Mayor.

Passed the Common Council May 21st, 1863.
JOHN W. SUTTON, President.
Attest: H. Boyd, Clerk.
Approved this 23d day of May, A. D. 1863.
DAVID LOGAN, Mayor.

NOVELTY!
For Three Nights!
MONDAY, TUESDAY AND WEDNESDAY EVENINGS,
May 25th, 26th, and 27th, at the
TURN-VEREIN HALL!
PORTLAND.
The National Troupe of
GLASS-BLOWERS
and GLASS WORKERS, with their
Mammoth Marine Steam Engine
CONSTRUCTED ENTIRELY OF GLASS!
[illegible]
Glass Blowing,
Glass Working,
and Glass Spinning.
A MAGNIFICENT GLASS SPECIMENS made by the Troupe are GIVEN AWAY each evening to the audience.
ADMISSION $1.00; Children [illegible] Cents.
Doors open at [illegible] to commence at 8 o'clock.

EMPORIUM OF FASHION!
TO THE CITIZENS OF PORTLAND AND VICINITY.
MRS. WHITE,
(Late of New York City,)
HAS OPENED A MILLINERY AND DRESS-MAKING Establishment at
No. 60 Front st., under the Dennison House.
[illegible]
PATTERNS AND DRESS TRIMMINGS
of the LATEST STYLES [illegible]
MRS. EMMA A. WHITE.

CARPETS. CARPETS. CARPETS.
H. J. M. TROUTT.
Can still be found at the OLD ESTABLISHED
Pioneer Carpet Store,
FRONT STREET, OPPOSITE THE POST OFFICE,
[illegible] complete assortment of
INGRAIN, THREE PLY, BRUSSELS AND
VENETIAN CARPETS,
Of the latest and best styles.
MATTING AND OIL CLOTHS.
[illegible]
WALL PAPER,
Bordering, Window Shades,
Curtains, Cornices,
Rugs, Door Mats,
[illegible]
Don't forget the
Pioneer Carpet House,
Opposite the Post Office, Portland.
H. J. M. TROUTT.
n 23m

## Auction Sales.

M. MANSFIELD,
Auctioneer.
—AND—
COMMISSION MERCHANT,
Begs to inform the public that he will give his personal attention to the sale of
Real Estate, Merchandise, Etc.
—ALSO TO—
Household Furniture
[illegible] when desired.
☞ GOODS ON COMMISSION
SOLD AT PRIVATE SALE.
N. B.—M. Mansfield respectfully informs the Public that he has [illegible] story building No. 80 FRONT STREET [illegible] the AUCTION AND COMMISSION BUSINESS.
REFERENCES.
[illegible]

J. KALLIMES,
WHOLESALE
GROCERY & LIQUOR DEALER,
45 Front st., next door to Savier & Co.,
PORTLAND, OREGON.

J. KALLIMES would respectfully call the attention of the trade and the public generally to his well assorted stock of
LIQUORS AND GROCERIES,
—which consist of—
FINE BRANDIES—
Superior de Forge & Fils
Otard Dupuy & Co.
A. Seignett
J. & F. Martell
United Vineyard Props.
And many other brands.
WHISKIES, WINES, &c.—
Old Bourbon Whisky,
Old Rye
Old [illegible] Whiskey,
Old Holland Gin,
Fine Old [illegible] Sherry Wine,
Fine Old [illegible] Brandy,
Fine Old Jamaica Rum,
Old N. E. Rum,
Fine Old Tom Gin.
A Large Assortment of CASE LIQUORS. Also, a large and well assorted stock of
GROCERIES,
always on hand.
J. KALLIMES,
45 Front street, next door to Savier & Co.
Portland, March 14, 1863.

CUSTOM-MADE CLOTHING
AND
Furnishing Goods.
WHITE SHIRTS;
COLLARS,
ALEXANDER'S KID GLOVES,
TRAVELING SHIRTS,
BLANKETS,
INDIAN TAN,
BUCK GLOVES,
VALISES,
CARPET BAGS,
CANES,
UMBRELLAS,
&c., &c., &c., &c.
A full assortment of the above constantly on hand.
Just received, a full assortment of
SPRING AND SUMMER
CLOTHING,
SUITABLE FOR THE WARM WEATHER.
Orders from the country solicited, and
Entire Satisfaction Guaranteed.
PIERSON & CO.,
No. 64 Front street, Portland.
May 19th, 1863 d1mis

HOLT'S OPPOSITION
STEAMSHIP LINE TO NEW YORK
Via Nicaragua.
750 Miles Shorter than the Panama Route.
The Fast and Favorite DOUBLE ENGINE STEAMSHIP
Moses Taylor,
3,000 Tons,
T. H. BLETHEN, Commander,
Will be dispatched for
San Juan del Sur,
From Mission street Wharf, San Francisco, 9 o'clock, A. M.
—on—
Wednesday, June 10, 1863,
Connecting at Greytown with the Splendid Steamship
AMERICA,
2,000 Tons.
Reduced Rates of Passage and Quick Trips are secured by the recurring of
THE NICARAGUA ROUTE.
Those Steamers are unsurpassed for
Speed,
Cleanliness
and Safety,
[illegible] to insure the comfort of Passengers.
[illegible]
For information [illegible] apply to
T. K. ROBERTS, Agent,
[illegible]
Opposite the Post Office, San Francisco.

SELLING OFF!
THE UNDERSIGNED wishing to close out his large stock of
DRY-GOODS,
will sell at LOWER PRICES than they can be [illegible]
Latest Patterns.
MAX FRANKEL,
[illegible]

For Victoria, V. I.
THE BARK
WM. A. BANKS,
[illegible]
[illegible] BRADFORD,
Vice Pres.

TO RENT.

A NEW DWELLING HOUSE [illegible] six rooms [illegible]
JOHN CHITMAN [illegible]

AUCTION HOUSE,
A. B. RICHARDSON,
AUCTIONEER,
Corner of Front and Oak sts.
AUCTION SALES
OF REAL ESTATE, GROCERIES, GENERAL MERCHANDISE AND HORSES.
Sale Days Wednesday and Saturday.
A. B. RICHARDSON, Auctioneer.

HODGE & CALEF,
WHOLESALE AND RETAIL
DRUGGISTS,
97 Front Street,
OFFER FOR SALE—
LARD OIL—bbls and cases,
LINSEED OIL " "
ALCOHOL " "
WHITE LEAD—kegs and pails,
TURPENTINE,
VARNISHES,
BRUSHES,
PAINTERS' STOCK—all kinds,
KEROSENE—different brands,
SPERM OIL,
CHINA "
TANNERS' OIL,
KEROSENE LAMPS,
WINDOW GLASS,
QUICKSILVER,
At the Lowest Market Rates.
DRUGS AND MEDICINES,
In addition to our former large stock of this line, we are making and shall continue to make large and extensive additions—for [illegible] trade.
[illegible] experience of 30 years in business [illegible]
HODGE & CALEF,
Dealers in Drugs, Paints and Oils,
Front street.
feb 10

Our National Birthday
We are now prepared to supply individuals,
CLUBS OR COMMITTEES
OF CITIES AND TOWNS
with new and appropriate exhibitions of
FIRE-WORKS
FOR THE
FOURTH OF JULY, 1863,
from [illegible] and beautiful designs of our own, and will make to order
Large Fancy Pieces
From any design or pattern furnished us, varying in size from 25 feet to 200 feet frontage and from 20 to 100 feet in height. We also offer our newly manufactured stock, consisting in part of
SKY ROCKETS, COLORED,
SKY ROCKETS, PLAIN,
SERPENTS,
BLUE LIGHTS,
BOMB ROCKETS,
FOUNTAINS,
STARS,
AURORAS,
ROMAN CANDLES, COLORED,
ROMAN CANDLES, PLAIN,
FLORAL SHELLS,
VOLCANOES,
CONSTELLATIONS,
BATTERIES,
CHAPLETS,
WHEELS.
Portable pieces for country exhibitions packed with care, so that they can be shipped to any part of the State, or any of the adjoining States or Territories.
Union Torpedoes
AND
CONSTITUTION FIRE CRACKERS.
A larger style of Fire Crackers than ever before sold in this country—made in China for our special order—and explode with a very loud report.
All Fire Works sold by us (except small Pin Wheels, small Serpents and Fire Crackers) are manufactured at our Laboratory in San Francisco, under the Superintendence of Mr. Geo. H. P. [illegible], long connected with and manager of J. G. Hovey's celebrated Pyrotechnic establishment in Boston, Mass., and we with confidence guarantee the excellence of our work.
☞ Printed lists of Fire Works and prices supplied on application by mail or Wells Fargo & Co.'s Express.
CHURCH & CLARK,
No. 407 Front street,
San Francisco.
my9td

REDINGTON & CO.'S
SUPERIOR YEAST POWDER.
Warranted to make
Light, Sweet and Nutritious Bread.
Equally adapted to
LOAVES, HOT BISCUIT, BUCKWHEAT AND OTHER CAKES, GINGERBREAD and Cakes of all kinds.
☞ Guaranteed to be fully equal to any in the Market. ☜
BE SURE AND ASK FOR REDINGTON & CO.'S
And take no other.
For sale by ALLEN & LEWIS,
Front street, Portland,
and Grocers generally. ap18tf

FINE ARTS.
VISITORS OF SAN FRANCISCO should not miss to call at the largest Fine Art Store of California, where they are all [illegible] fine and immense varieties of
Fine Engravings,
LITHOGRAPHS, PHOTOGRAPHS,
Framed and Japanned Ambrotypes,
CARTES DE VISITE.
Studies, superior Materials for PAINTING and DRAWING [illegible]
ROOS & WRENDBRLICH,
Depot of Goupil & Co.,
219 Montgomery street (Russ Block).

Fine Double Dahlias.
WELL GROWN PLANTS IN LOTS, now ready to [illegible]
24 Varieties.
[illegible] per dozen. Also
House Plants in Pots.
HENRY MILLER,
Milwaukie.
May 1 [illegible]

By Overland Mail.
MAGAZINES,
Pictorials,
And Newspapers generally, just received at
CHARLES BARRETT'S.

50 BUSHELS FIELD PEAS FOR SEED.
For sale by HENRY LAW,
[illegible] Front street, Portland.

# The Daily Oregonian.

## CITY.

The MORNING OREGONIAN has a larger SUBSCRIPTION LIST than any other Daily published in this City.

Money Market.

New York [illegible] Legal tenders [illegible] San Francisco [illegible]

ARRIVAL OF THE BROTHER JONATHAN.—The steamer *Brother Jonathan*, S. J. De Wolfe commander, from San Francisco by way of Victoria, arrived at her wharf in this city yesterday morning at half past eight o'clock. She left on the 18th inst., and brings no later Eastern news. We are indebted to the purser for the following:

MEMORANDA.—Steamer *Brother Jonathan*, S. J. De Wolf, [illegible] from San Francisco May 18th, at 6 [illegible] and Portland, arrived at Victoria on [illegible] left for Portland on the 21st at 6 P. M. [illegible] on the 25th at 8 [illegible] A. M.

PASSENGERS.—Mr. Baxter and three children, Coo Jiner and wife, Mrs. Gough, Mrs. Byr and two children, F. H. [illegible], H. Ruman, F. H. Bolin, J. H. [illegible], Smith, H. Palmer, L. B. Smith, [illegible], Simpson, J. J. Wolfenger, C. Anderson, J. [illegible], J. Hammett, [illegible], C. Rice, W. A. Douglas, J. D. Slater, [illegible], C. Hodges, J. C. Lowrey, R. Muse, [illegible], Vanarns, J. Fareean, Mrs. [illegible], Margaret Dean, F. Hamilton, [illegible], W. Powers, J. Wassermann, L. Menteek, H. Miller, [illegible] and wife, M. Morthimer, J. J. Hallock, [illegible] Hyman, J. Jacobs, C. Goldbourn, J. B. [illegible], W. E. Dilland, F. W. Hunt, J. Varker, F. C. Lovejoy, [illegible] Carpenter, [illegible], O. B. Brown, F. Raleigh, H. C. [illegible], J. McMillen, J. M. Gleneg, [illegible] Mark, C. Haley, [illegible], [illegible] Leary, C. Thompson, A. Anderson, J. McBride, M. Renaud and wife, [illegible], H. Collins, J. D. H. Hay, A. McDonald, [illegible], H. A. Osborn, J. Miller, C. Osborn, [illegible], J. Levy and wife, J. Lord, W. F. & Co.'s Messenger, and 156 others.

THE LADIES' SANITARY AID SOCIETY.—We have received a list of the names of those who have contributed in response to the appeal of the ladies of this city, in behalf of the U. S. Sanitary Commission, which we will publish to-morrow, being compelled to postpone it this morning for lack of room. The whole amount collected is $986, a very handsome result of the patriotic exertions of the ladies.

JUDGE SHATTUCK'S OPINION.—By request, and because the case is one of public interest, we give up this morning a large part of our columns for the publication of the decision of Court, supposing that a little law, like "a little nonsense, now and then is relished by the wisest men."

MAIL CONTRACT.—The contract for carrying the United States mails from Portland to the Dalles, for three years, commencing the 1st of July next, has been awarded to the Oregon Steam Navigation Company by the Postmaster General.

SAILS.—The steamer *Brother Johnson* sails this evening at 6 o'clock, for San Francisco direct.

IN THE RIVER.—The bark *Cambridge*, from the Sandwich Islands, is in the Columbia.

MAGICAL ENTERTAINMENT.—Professor El-Malhabur, the great Prussian Prestidigitator, announces to the people of this city that he will, on Friday and Saturday evenings next, at the Willamette Theatre, give all a chance to witness his great original oriental magic entertainments, or Soiree Mysterieuses, combining a grand cyclos of phisique, chiromagique prestiges, illusions, diabolique, magnetisme mesmerisms, curiosities, lucidities, metamorphoses, etc., etc., etc., in his Persian Temple of Wonders or Cabalistic Boudoir, which will excel all other entertainments ever offered in this occidental city, not excepting the renowned Panteonatheca or the famous Hippozoopizapprivoiser. For further particulars see advertisement.

STORAGE AND COMMISSION.—M. Ainsa calls attention by advertisement to-day to his facilities in the Commission Storage and Forwarding business in Columbia City. Mr. A. was the first to establish this branch of business in that flourishing place, and has built a good warehouse.

CORN ABOVE CANNON.—The *Charleston Courier* impresses its readers with the importance of producing something to eat in the following aphoristical utterance, "One grain of corn in the earth is as a bullet in the heart of a Yankee, and a ridge of potatoes is worth any mile of breastworks from Vicksburg to the Rappahannock." Corn and potatoes will doubtless make a good fight, but we prefer planting cannon.

DISCONTINUED.—Wells, Fargo & Co. have closed their offices at Boise and Auburn.

DIED:

In Alameda, Cal., at the residence of Capt. J. Wiggin, May 1st, Miss Alvira J., daughter of James D. Holman, of this city, aged 1[illegible] years and 8 months.

ASSAY OFFICE.
TRACY & KING,
ASSAYERS,
Portland, Oregon.
S. W. TRACY, — MARK A. KING,
Late Assistant Assayer in the United States Mint, San Francisco.
WE REFER by permission to—
ROBT. J. STEVENS,
Superintendent U. S. Mint, San Francisco.
CONRAD WIEGAND,
Assayer U. S. Mint, San Francisco.
WALTER S. DENIO,
Melter and Refiner U. S. Mint, San Francisco.
We would also call attention to the following certificate:
BRANCH OF THE MINT OF THE UNITED STATES,
San Francisco, California,
ASSAYER'S OFFICE, Dec. 20, 1861.
This is to certify that MARK A. KING has been engaged as an Assistant Assayer in the U. S. Mint at San Francisco from Oct. 185[illegible] till the present time. His manipulations as an Assayer have been skillful and accurate.
Parties desirous of availing themselves of the services of a reliable practical Assayer may feel confidence in engaging Mr. KING.
(Signed) CONRAD WIEGAND, Assayer.
We make returns for dust deposited with us for assaying in six hours.
We are prepared to advance coin on dust for assay.
OFFICE WITH WELLS, FARGO & CO.
May 2[illegible], 1862. dtf

KEROSENE!
1,000 Gallons
BEST QUALITY JUST RECEIVED AND FOR SALE [illegible]
W. WEATHERFORD,
DEALER IN
Drugs, Paints & Oils,
139 Front st., Portland.

E. W. EDDY & CO.'S
"STANDARD MILLS FLOUR,"
—THE—
Best Article in Market,
FOR SALE, IN LOTS TO SUIT, by
HENRY LAW.

TION HOUSE,

. RICHARDSON,

TIONEER,

of Front and Oak sts.

UCTION SALES

ATE, GROCERIES, GENERAL MER
CHANDISE AND HORSES,

Wednesday and Saturday.

A. B. RICHARDSON, Auctioneer.

GE & CALEF,

HOLESALE AND RETAIL

UGGISTS,

7 Front Street,

SALE—

OIL—bbls. and cases;
ED OIL " "
HOL " "
E LEAD—kegs and pails;
ENTINE;
ISHES;
IES;
ERS' STOCK—all kinds;
SENE—different brands;
I OIL;
" "
ERS' OIL;
SENE LAMPS;
OW GLASS;
SILVER;

owest Market Rates.

ND MEDICINES,

ur former large stock in this line, we are
continue to make, large and extensive
ng trade.

rience of 30 years in business is a suffi-
faithful attention to its requirements.

HODGE & CALEF,

Dealers in Drugs, Paints and Oils,
97 Front street.

tional Birthday

prepared to supply individuals,

OR COMMITTEES

CITIES AND TOWNS

and appropriate exhibitions of

E-WORKS

FOR THE

OF JULY, 1863,

autiful designs of our own, and will
make to order

Fancy Pieces

patterns furnished us, varying in size
et frontage, and from 20 to 100 feet in
our newly manufactured stock, con-

S. COLORED;
KETS, PLAIN;
NTS;
LUE LIGHTS;
BOMB ROCKETS;
FOUNTAINS;
STARS;
AURORAS;
LES, COLORED;
CANDLES, PLAIN;
RAL SHELLS;
VOLCANOES;
CONSTELLATIONS;
BATTERIES;
CHAPLETS;
WHEELS.

r country exhibitions, packed with
be shipped to any part of this State,
g States or Territories.

Torpedoes

AND

N FIRE CRACKERS.

e Crackers than ever before sold in
China for our special order—and ex-
report.

by us (except small Pin Wheels,
Fire Crackers) are manufactured at
Francisco, under the Superintend-
owler, long connected with and man-
celebrated Pyrotechnic establish-
, and we, with confidence guaran-
r work.

Works and prices supplied on appli-
, Fargo & Co's Express.

RCH & CLARK,

No. 407 Front street,

San Francisco.

GTON & CO.'S

YEAST POWDER.

rranted to make

and Nutritious Bread,

ally adapted to

IT, BUCKWHEAT AND OTHER
READ, and Cakes of all kinds.

lly equal to any in the Market.

K FOR REDINGTON & CO'S
take no other.

ALLEN LEWIS,
Front street, Portland.
ap15tf

E ARTS.

FRANCISCO should not miss to
Fine Art Store of California, where
immense variety of

Engravings,

S, PHOTOGRAPHS,

apanned Ambrotypes,

DE VISITE,

ls for PAINTING and DRAWING

ROOS & WRENDERLICH,
Depot of Goupil & Co.
Montgomery street, (Russ Block.)

uble Dahlias.

LANTS IN POTS, now ready to

arieties.

for $1; or $8 per dozen. Also

ants in Pots,

HENRY MILLER,
Milwaukie.

rland Mail.

INES.

Pictorials,

, just received at
CHARLES BARRETT'S.

D PEAS FOR SEED.
HENRY LAW,
25 Front street, Portland

# The Daily Oregonian.

## CITY.

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### Money Market

| | |
|---|---|
| New York Gold Quotations | 140½ |
| San Francisco Legal Tender rates | [illegible] |

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PASSENGERS.—Mrs Baxter and three children, Geo Jiner and wife, Mrs Gough, Mrs Byrne and two children, E H [illegible], M Siegel, S Frank, S Hoffman, J H Bohn, J H Smith, Miss M Smith, K Rasa, E H Palmer, J H South, J Campbell, Capt E Simpson, J J Wolfenger, C Anderson J [illegible], T Prichard and wife, J J Hammett, R Mortimer, J Atkinson and brother, C Best, W A Douglas, J W Stiller, W B Scott, J H Scott, C Hodges, J C Lowrey, R Mossek, C [illegible], D Hopkins, W Vanarnem, L Farsen, Mrs [illegible] and daughter, Margaret Donald, P Hinolin and brother, W Powers, J Wasserman, L Monteek, H Miller, T Ford, J Armstrong and wife, M Morthouer, J J Hallock, W Steel, H M Hyman, J Jacobs C Goldbourn, J H Preston, W B Dolard, E W Hont, J Varker, H C Lovejoy, D Carpenter, H B Johnson, O B Brown, P Raleigh, H Cope, J McMillen, J McGlenegon C Mark, C Haley, J Gillman, M Leary, C Thompson, A Anderson, J McBride, M Renaud and wife, J Sullivan, H Collins, J D Hoffay, A McDonald, I H Dunlap, G C Eude, H A Osborn, J Miller, C Osborn, W Ladd, Miss Bennett, J Levy and wife, J Lord, W. F. & Co's messenger, and 65 others.

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## DIED:

In Alvarado, Cal., at the residence of Capt. J. Wiggin, May 17, Miss Alvira J., daughter of James D. Holman, of this city, aged 15 years and 6 months.

ASSAY OFFICE.

TRACY & KING,

ASSAYERS,

Portland, Oregon.

I. W. TRACY, ........ MARK A. KING,

Late Assistant Assayer in the United States Mint, San Francisco.

Whereof by permission, to—

ROBT. J. STEVENS,
Superintendent U. S. Mint, San Francisco.
CONRAD WIEGAND,
Assayer, U. S. Mint, San Francisco.
WALTER S. DENIO,
Melter and Refiner, U. S. Mint, San Francisco.

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San Francisco, California,
Assayer's Office, Dec. 20, 1861.

"This is to certify that MARK A. KING has been engaged as an Assistant Assayer in the U. S. Mint at San Francisco from Oct., 1857, till the present time.

"His manipulations as an Assayer have been skillful and accurate.

"Parties desirous of availing themselves of the services of a reliable, practical Assayer may feel confidence in engaging Mr. KING.

(Signed) CONRAD WIEGAND, Assayer.

We make returns for dust deposited with us for assay in six hours.

We are prepared to advance coin on dust for assay.

May 21, 1862. OFFICE WITH WELLS, FARGO & CO.
d1f

KEROSENE!

1,000 Gallons

BEST QUALITY JUST RECEIVED AND FOR SALE in lots to suit, by

W. WEATHERFORD,

DEALER IN

Drugs, Paints & Oils,

ap30d3m 139 Front st., Portland.

E. W. EDDY & CO.'S

"STANDARD MILLS FLOUR,"

—THE—

Best Article in Market,

FOR SALE, IN LOTS TO SUIT, by

HENRY LAW.

LADIES' TRIMMED "MONITORS,"

HATS.

LADIES' SUN UMBRELLAS;

CHILDREN'S PARASOLS;

SHAKER BONNETS, all sizes;

CLOTH AND KID BALMORAL GAITERS,

KIDDER'S

IMPERIAL YEAST POWDERS,

FINE FLOWERY PEKOE TEA;

KEROSENE, &c. &c.

Just received by

JOHN WILSON,
127, Front street.

Portland, April 27, 1863 dtf

Hides, Wool & Furs.

NOTICE TO MERCHANTS & FARMERS.

THE undersigned having made extensive arrangements with some of the largest Houses in New York, are now prepared to pay the best prices for

WOOL, HIDES AND FURS.

Parties having such on hand will do well to send them to
M. HESSELBERG & CO.,
112 Front street, Portland, Oregon.

REFERENCES—J. Seller & Co., Baum Bros.

The above have constantly on hand the best assortment of

Groceries, Liquors, &c.

All orders punctually attended to. ap18d1f

Oregon Statesman and Washington Statesman copy 1f

NEW LINE TO THE COWLITZ!

Great Reduction of Fare!

THE CLIPPER STEAMSHIP

LEVIATHAN

Will hereafter run regular between Portland and Monticello, three trips a week, on

MONDAY, TUESDAY AND FRIDAY,

touching at St. Helens each day.

Leaves KNOTT'S WHARF, Portland, at 6 A. M. Arrives at Monticello at 11 A. M.

Returning same day, leaves Monticello at 12½ P. M.; arrives at Portland at 6½ P. M.

| | |
|---|---|
| Fare, each way | $3 00 |
| To St. Helens | 1 50 |

Enquire on board:
ap7dtf H. L. HOYT, Captain

INTELLIGENCE OFFICE!

L. M. PARRISH & CO.,

NO. 107 FRONT STREET, OPPOSITE THE POST-OFFICE,

PORTLAND,

WILL FURNISH HELP FOR FAMILIES, HOTELS, Farmers, Merchants, Mills, Factories, Shops, and business men generally;

Will also attend to the COLLECTION OF DEBTS. Those wishing to obtain help will please give us a call.

Portland, March 11, 1863 tf

Notice to

Teamsters, or Any Other Man.

ON HAND 40 TONS OF GROUND

OATS, WHEAT AND BARLEY

MIXED.

The BEST FEED EXTANT for Horses and Cattle.
For sale by HENRY LAW,
25 Front street.

REMOVED.

MILLER & KUEHN

Watchmakers and Jewelers,

Have removed to

Alder st., between Front and First,

Next to Dr. Black's Dental Rooms.

WATCHES AND CLOCKS REPAIRED, and warranted to keep correct time.

JEWELRY made to order.

ENGRAVING neatly executed.

All works warranted for one year. ap24d1m

Paris and New York Fashions!

Millinery &

DRY-GOODS,

FANCY GOODS,

AND NOTIONS,

at Wholesale and Retail, by

MRS. E. VAN FRIDAGH,

First street, between Morrison and Alder,

PORTLAND.

MRS. VAN FRIDAGH being thankful for past favors, would respectfully call the attention of the Ladies and Dealers to her well-selected stock of

Millinery Goods,

Dry and Fancy Goods,

—FOR THE—

SPRING AND SUMMER TRADE.

A LARGE ASSORTMENT OF OWN MADE BONNETS always on hand.

Superintending the manufactory in her own workshop of everything in her line, she feels confident of being able to give entire satisfaction to those patronizing her.

Orders from the country promptly attended to.

CLOAKS MADE TO ORDER.

Bonnets Bleached, altered and trimmed. oc1

Save Your Money!

BY RECENT ARRIVALS FROM NEW YORK I HAVE received a large and well assorted stock of

WAGON TIMBER,

—consisting of—

OAK, ASH and HICKORY PLANK;
HUBS, SPOKES and FELLOES, of all sizes;
BENT POLES and SHAFTS, for Buggies and Sulkies;
PLOUGH BEAMS AND HANDLES;

All of which I will sell at San Francisco prices for Cash.

HENRY LAW,
March 12—1m 25 Front street, Portland.

[illegible]

GIBBS & HILL,

ATTORNEYS & COUNSELORS AT LAW.

COLLECTIONS MADE and remitted promptly.

Office in Stark's Building, on Front street,

Opposite the Dennison House. my12

Boys Hats and Caps,

IN all varieties, At the PIONEER HAT STORE,
April 27, 1863. 1m Front street, Portland.

WANTED IMMEDIATELY.

A MAN AND HIS WIFE TO COOK AND WASH. Wages good. Apply at
Drs. HAWTHORNE & LORYEA'S Office,
ap25tf Front street, Portland.

Spring Style Moleskin Hats!

AT THE PIONEER HAT STORE.

CARPET

WAREHOUSE.

WALTER BROS.

Cor. First and Stark Streets,

PORTLAND, OREGON.

WOULD respectfully inform the Public that they are receiving by every steamer,

DIRECT FROM THE EAST,

NEW SUPPLIES of GOODS

—consisting in—

Carpets, and

Paper Hangings

of the Latest Patterns;

FLOOR AND TABLE

Oil Cloths and Covers.

MATTINGS,

White and Checked, and of all widths;

WINDOW SHADES.

Damask, Plain and Fancy Reps.

LACE AND MUSLIN CURTAINS,

PARLOR AND BED ROOM RUGS,

DOOR MATS of all Descriptions.

CRUMB CLOTHS, STAIR RODS.

CORNICES for all sizes of Windows

CURTAIN BANDS, LOOPS AND HOLDERS.

CURTAIN GIMPS & FRINGES

GREEN AND BUFF LINENS, for Window Shades

PICTURE AND LOOKING GLASS TRIMMINGS.

SPRINGS, TWINE, FURNITURE GIMPS and all Goods in the

Upholstery Line.

—ALSO—

Looking Glasses,

PICTURE MOLDINGS, &C.

Importing our Goods direct from the East, and having the Largest Stock of any in the State, we can sell at the

Lowest San Francisco Prices.

Call before buying and examine the large and well-selected stock of

WALTER BROS.,
Corner of First and Stark street,
April 23, 1863. Portland.

W. WEATHERFORD

Importer of

DRUGS, PAINTS

AND OILS,

No. 139 Front Street.

THE ATTENTION OF THE PUBLIC is solicited to the NEW STOCK of

FRESH DRUGS AND MEDICINES,

and our LARGE STOCK of

PAINTS AND OILS

with a full supply of

Painter's Materials,

now receiving from the Eastern markets and offered

Wholesale or Retail,

at Lowest Market Prices;

Together with a full supply of

PATENT MEDICINES

TOILET ARTICLES,

BRUSHES, &c., &c.

and other articles usually kept in a

First Class Drug Store.

Especial attention paid to the

PRESCRIPTION DEPARTMENT,

Prescriptions put up at all hours

DAY & NIGHT

W. WEATHERFORD,
139, Front street

Portland, Oregon, April 16, 1863. 3m

EUREKA EXCHANGE,

(Formerly Fremont Saloon,)

JOSEPH WEBBER, Proprietor,

No. 11 Washington street,

PORTLAND, OREGON.

THE BEST BRANDS OF WINES, LIQUORS, ALES, and Cigars constantly on hand at the above Exchange.

Portland, May 15th, 1863 dtf

LIQUOR KEGS

FOR SALE.

THE UNDERSIGNED has on hand a LARGE ASSORTMENT of LIQUOR KEGS for sale

Cheap for Cash,

as I intend a change in my business.

STEPHEN C. SPEAR,
Corner B and Second street.

Portland, May 5, 1863. [illegible]

New Style Gentlemen's Caps,

SUITABLE for Riding or Evening wear, at the PIONEER HAT STORE.

RAILROAD NOTICE.

THE CASCADE RAILROAD COMPANY will open their road to the public on Monday, the 20th inst.

| | |
|---|---|
| Rate of Freight | $5 00 per ton. |
| Passage | $1 00 |

J. C. AINSWORTH
Pres't C. R. R. Co.

Cascades, W. T., April 18th, 1863. ap20tf

IMPORTANT NOTICE!

Immense Sacrifice!!

SELLING OFF

To clear for a Brick Store!!!

The Entire Stock of

STATIONERY, &C.!

Worth $20,000!

School Books,

Histories,

Novels, Maps,

Blank Books,

Letter Presses, Notary Public Presses;
Playing Cards, Blank Cards
Diaries for 1863; Letter Paper;
Envelopes, Bankers' Cases;
Photographic Albums, Albums;
Twine of all kinds;
Fish Hooks and Lines;
Drawing Paper,
Drawing Instruments;
Card Board, Bristol Board;
Paints, Water Colors and Brushes, in boxes;
Musical Instruments, Music;
Shoe Brushes, Whitewashing Brushes;
Crumb Brushes, Horse Brushes,
Hair Brushes;
Powder and Powder Flasks;
Steam Guages & Water Guages;
Cutlery, Baskets, Dressing Cases,
Ladies' and Gents' Chess Men & Boards;
Fishing Lines, Trout Lines;
Cash Boxes and Deed Boxes,
Inkstands, and

SOMETHING OF EVERYTHING.

CHARLES BARRETT,

Wholesale and Retail Exporter.

Civil Practice Act

—FOR—

WASHINGTON TERRITORY.

For sale at CHARLES BARRETT'S.
mar1tf

NOTICE.

THOSE PERSONS who wish to subscribe for the Sacramento Daily Union and San Francisco Bulletin, to be delivered at their Stores or Residences, will please call and register their names previous to the first day of April.

CHARLES BARRETT,

Agent for the Sacramento Union and Bee, San Francisco Bulletin, Alta, Spirit of the Times, Police Gazette, Golden Era, Herald, *Echo du Pacifique, Voz de Mejico*, Mercantile Gazette.

STATES PAPERS AND MAGAZINES,
Just received at CHARLES BARRETT'S.

HARPER'S, LESLIE'S, and NEW YORK PICTORIALS for September, for 25 cents, at
Oct. 16, 1862. tf CHARLES BARRETT'S.

CONSTANTLY ON HAND, and for sale in Quantities to suit, at

Charles Barrett's,

Fine Fresh Oranges, Lemons and Limes;
Soft-shell Almonds;
Brazil Nuts;
Pea Nuts;
English Walnuts;
Filberts. my5tf

Books just received at

Charles Barrett's!

THE NEW LUTE OF ZION;
Jubilee (new edition;)
Bullion's Analytical and Pract'l Gram'r;
Rogers' Hebrew Grammar;
Colenso's Epistle to the Romans;
Mahan's Answer to Colenso;
My Diary North and South;
Robinson Crusoe;
Æsop's Fables. my5tf

DR. D. JAYNES'

EXPECTORANT

AND SANATIVE PILLS.

HAVE BEEN BEFORE THE PUBLIC SO LONG, and found such general favor in every region of country where they have been sold, (and there is no place on the civilized globe where they have not been sold,) that it would seem almost superfluous at this time to direct attention to them through the medium of the press. Yet it is due to suffering humanity, and especially to that numerous class who, in the changeable climate of the Pacific Coast, suffer from

Diseases of the Lungs & Throat,

indicating and ending in CONSUMPTION, many of whom may not have used this remedy, that they should be allowed to read of some of the cases whereto it has been useful in removing complaints from which they are suffering. The EXPECTORANT

Operates Immediately upon the Disease,

SURELY AND SPEEDILY ERADICATING IT,

while the SANATIVE PILLS, by preserving regularity in the Bowels and giving a healthy tone to the other internal organs, aid and assist the perfect operation of the former.

Attention is asked to the following Certificates, selected at random from the mass in the possession of the proprietors.

PETER CREEK, Chester Co., Pa., Sept. 18, 1858.

Dr. D. JAYNE—Having been afflicted with ASTHMA and BRONCHITIS, and having the advice of some of the most eminent physicians, whose skillful treatment of my case did not prove to be of any avail, I obtained no relief to my suffering until I commenced the use of your EXPECTORANT. After taking it for about three months I was entirely cured. NATHAN BENNYPACKER.

Astoria, Long Island, Jan. 13, 1860.

L. W. TINELLI, Esq. New York—Sir: As you well know I had been afflicted with BRONCHITIS, accompanied with the most painful tightness of the chest, and great difficulty in breathing for nearly two months, and I had almost lost all confidence in the power of medical science, when, by your friendly suggestion, I began the well known, but not enough known, "EXPECTORANT" of Dr. Jayne of Philadelphia. After four days after having commenced to take it, my cough had nearly subsided, the expectoration was easy, and the breathing quite free.

I am now quite another man, and my general health has never been better.

Trusting, my dear Tinelli, with esteem, your servant and friend, J. B. MONTE.

WINFIELD, Tuscarawas Co. O., May 31, 1860.

Dr. D. JAYNE—Dear Sir: One bottle of your Expectorant cured my daughter of the LUNG FEVER, after having been beyond the hopes of recovery. During the attack she had a number of convulsions. She is now perfectly well. J. H. COFFMAN.

BURLINGTON, Bradford Co., Pa., July 27, 1863.

Dr. D. JAYNE—Dear Sir: My son was two and a half years afflicted with a disease resembling CONSUMPTION. For the last [illegible] he was not able to labor. He was finally induced to try your EXPECTORANT PILLS, and after taking six bottles and some PILLS was completely cured, and is now able to labor every day. JOHN HENRY.

We are well acquainted with the above named Mr Henry, the medicine was for his son, and know that the statement is true. MERRY, WHITNEY & CO.

For a greater number and variety of certificates, with fuller information regarding them and other of Dr. D. Jayne's Family Preparations, reference is given to the ANNUAL ALMANAC, which may be had from any Druggist or Dealer in Medicines.

SMITH & DAVIS, Portland, Oregon,
my11d&w6m Agents for the State.

Spring Style Cassimere Hats!

AT THE PIONEER HAT STORE.

PORTLAND

Plumbing, Gas & Steam Fitting

ESTABLISHMENT,

No. 46 Front street,

PORTLAND, OREGON.

ON HAND AND CONSTANTLY RECEIVING FROM the East—

Cooking Ranges,

Hot Water Boilers,

COPPER, TIN AND PLANISHED

Bath Tubs,

Square and Angular Black Walnut Counter-Sunk

MARBLE-TOP WASH STANDS,

COLD AND HOT AND COLD

Water-Showers,

SILVER PLATED BASIN COCKS,

Marble Wash-Basins,

FORCE AND LIFT PUMPS,

Hydraulic Rams,

Non-Freezing Hydrants,

Water Closets,

&c., &c., &c.

Persons wishing to introduce Cold or Hot and Cold Water into their premises, either plain or ornamental, would do well to give me a call.

C. H. MYERS.

Portland, August 3, 1862.

HENRY LAW & CO.,

COMMISSION MERCHANTS,

AND WHOLESALE AND RETAIL DEALERS IN

Flour, Grain and Produce,

OF ALL KINDS,

25 Front street, Portland, and

SECOND ST., Dalles, near the Globe Hotel.

FOR THE ACCOMMODATION of our customers at the Dalles and the Upper Country, we will keep constantly on hand a general assortment of

OUTSIDE BRANDS OF FLOUR,

Also, EXTRA STANDARD, MISSION and SELF-RISING

—which we will sell at PORTLAND PRICES, and the ruling freights, together with a general assortment of

Feed of all Kinds.

FROM OUR FRIENDS IN THE VALLEY we shall be happy to receive CONSIGNMENTS for either Portland or Dalles. All Consignments for the Dalles to the care of H. Law, Portland, will be forwarded without charge other than the actual expenses. No charge will be made for forwarding.

H. L. & CO. will purchase all kinds of Goods on commission. To our regular customers no charge will be made for purchasing, when produce or cash accompany the orders.

ap24tf HENRY LAW & CO.

DR. W. KOEHLER,

Surgical & Mechanical Dentist,

Deutscher Zahnarzt,

HAVING RECEIVED A NEW SUPPLY OF DENTAL Instruments, I, as heretofore, take pleasure in stating to my patrons and the public generally, that I am prepared to perform all operations belonging to the Dental Department by the newest methods, in the most scientific and most skillful manner.

I also take this opportunity to thank the citizens of Portland and vicinity for their liberal patronage during my residence in this city, and hope, by doing my work not only in conformity to their most economical interests, but also in a style of workmanship not surpassed by any other Dental operator—so make in this my best return to maintain your confidence.

ARTIFICIAL TEETH, in the newest and most improved methods, constructed in the following materials.

GOLD, PLATINA, SILVER, RUBBER, AMBER, or CORALITE BASE,

at the option of the Patient.

The Extraction of Teeth by his method is new to any other, as the patient need not undergo the unpleasant, not dangerous state of inhaling Chloroform but will have his tooth extracted without that horrid p[illegible] the generally treats to the last endurable moment of suffering.

All operations warranted to give satisfaction, or no charge will be made.

Special attention paid to the regulation of children's teeth.

Difficult Dental Operations particularly solicited.

Ladies waited on at their residences if desired.

References of Physicians and Families given at the Office.

Prices will be moderate in all cases.

Office in VAUGHN'S BRICK BUILDING, first floor up stairs, corner Morrison and Front streets, Portland. ap20lm

5,000 Galls. Kerosene

JUST RECEIVED, ex *Jane A. Falkinburg*, and for sale at

Reduced Rates,

By SMITH & DAVIS,
Feb 17th, 1863. d&w 71 Front street.

NEW MUSIC,

MUSIC BOOKS,

AND

Musical Merchandise

of all kinds, for sale by

E. G. RANDALL,
July 11tf First street, Portland

SUTTON'S

Shooting Gallery and Saloon,

No. 8 Morrison st., bet. Front and First,

IN connection with this old established Saloon, the proprietor has fitted up in a safe manner, a complete SHOOTING GALLERY, for Rifle and Pistol practice, with the latest improved arms.

The BAR is stocked with the best Liquors in the market, direct from San Francisco.

A pleasant READING ROOM is also attached.

jl4dtf JOHN W. SUTTON, Proprietor.

HENRY L. ANKENY. ALEX. P. ANKENY. LEVI D. ANKENY.

ANKENY & SONS,

ORO FINO, W. T.

WHOLESALE AND RETAIL DEALERS IN ALL Kinds of Miners' Goods, Provisions, Liquors, Quicksilver, Cast-Steel, and every article used in a Miner's Camp. Gold Coin advanced on Gold Dust for Assay U. S. Mint, or Portland Assay. ANKENY & SONS.

Portland, February 21, 1863. [illegible]

Excise Stamps.

THE UNDERSIGNED will be prepared, on and after the First day of April next, to fill all orders for U. S. Excise Stamps.

Legal Tender Notes received in exchange

G. C. GRAVES,
Deputy U. S. Collector.

Portland, Oregon, March 20, 1863. tf

Minne-ha-ha Saloon!

Corner of First and Yamhill streets.

Jas. H. Rochford ........ Proprietor

THE Bar is stocked with the best of Wines, Liquors and Cigars to be found on the coast.

The Proprietor pledges himself to use his utmost endeavors to please all of his customers and friends, and render the house a popular place of resort.

Portland, April 3d, 1863. dtf

Photographs!

HAVING COMPLETED OUR ARRANGEMENTS we are better prepared to take EVERY PICTURE KNOWN TO THE ART than we have ever been. We are also prepared to have

PHOTOGRAPHS COLORED IN OILS,

or finished in INDIA INK or CRAYON.

Our Cabinet of BEASTS, BIRDS and REPTILES, with quite a number of recently added specimens, are still on exhibition. Lovers of Nature and Art are invited to call and examine for themselves.

Rooms on FIRST STREET, adjoining our former ones.
BUCHTEL & CARDWELL.

Portland, March 16th, 1863.

Valuable Property for Sale.

I WILL SELL MY HOUSE AND THE ENTIRE BLOCK, No. 244, on which it stands, or the House and lots on which it stands, and the balance of Block in parts.

Terms of payment made easy. C. S. KINGSLEY.
At W. W. Baker & Co.'s, 100 Front street.

Portland, March 25 1863.—tf

LADD, WEBSTER & CO'S

IMPROVED TIGHT-STITCH

FAMILY

SEWING MACHINES

Are unequaled by any for beauty, simplicity of construction and efficacy in working, and will do

IN A PERFECT MANNER,

A greater range of work than any other machine.

The value of a Sewing Machine cannot be estimated by the amount of wood, iron, brass or steel used in its construction, but by the manner in which these materials are put together, and the quantity and quality of the work it turns out. You can buy a watch or a piano-forte for very *little money*; but if you want either *for your own use*, you wish an article which can be *relied upon*, and you will purchase accordingly.

LADD & WEBSTER'S

Sewing Machines

use a *straight* needle; curved ones are liable to break.

They make a *tight lock-stitch*, alike on both sides of the work, which cannot be ravelled.

Every machine is sent from our office threaded, and with work under the needle ready for operation, accompanied with such explicit printed instructions as will enable persons who may never have seen a machine, to teach themselves.

The subscribers have the General Agency of THESE SUPERIOR MACHINES for the Pacific Coast.

COX, WILLCUTT & CO.,

*Leather Dealers,*

422 Battery street, San Francisco.

HURGREN & SHINDLER.

Corner of First and Salmon streets,
Portland,
d425daw Agents for Oregon.

SEND FOR A CIRCULAR.

DR. BAKER'S

PAIN PANACEA.

Is composed entirely of healing gums, and vegetable oils and herbs. It is perfectly safe for the most delicate to use. I can most sincerely say that I have never known any, however delicate, to be injured by it in the least. I will continue to ask the afflicted, who have not used it, to try it for the following diseases: If they are not satisfied with its healing properties, the money will be cheerfully returned by the agent where the medicine is for sale.

If you have pain in the stomach or bowels, try a dose of Pain Panacea internally, bathe externally over the parts affected, and you will at once restore the proper action and relieve the pain.

If you have a Bruise or Wound, bathe it well with the Pain Panacea four times a day. It will relieve the pain, and take out all the poison, and heal the wound in a short time.

If you are suffering from Neuralgia or Rheumatic Pains, apply the Pain Panacea freely, and take a dose of it internally, morning, noon and night; it will not only cure the pain, but will remove the cause of the disease.

If you have the Dyspepsia, and your food distresses your stomach after eating, take a dose of Pain Panacea after each meal.

If you have a Cankered or Sore Mouth or Throat, apply the Pain Panacea to the affected parts, and gargle the mouth or throat three or four times a day.

If you have the Diarrhoea, or a relaxed state of the bowels, take a dose of Pain Panacea and they will soon be restored. If you have a painful swelling, bathe the parts freely, and you will soon relieve pain, and the swelling will be reduced.

If you have a severe toothache, apply the Pain Panacea on a piece of cotton and bathe the gum at the same time; it will stop the pain instantly.

If you have a pain in the Breast, Side, Back or Kidneys, bathe the parts affected morning and night; at the same time take a dose of the Panacea internally.

If a Mother has a caked breast, apply the Panacea as hot as it can be borne.

If you feel chilly or cold, as though you were going to have a fever, take a dose of Panacea.

If you have a wound, cut, or galls upon your horse, apply the Pain Panacea; it will take out all the inflammation and heal the sore in a short time.

Sold by all the principal Druggists and by

REDINGTON & CO.,
aug4d&wtf 416 and 418 Front street, San Francisco.

To Stair-Builders and

CARPENTERS.

WE BEG LEAVE TO CALL ATTENTION TO THE following certificate from the two leading firms in Stair-Building, in San Francisco, to a recent work published by the undersigned, which for scientific simplicity cannot be excelled:

"We hereby certify that the New Work entitled

'THE GEOMETRICAL STAIR-BUILDER SIMPLIFIED,'

by John Thomas, is really and truly what it purports to be—to-wit: a large and decided improvement on any work on the subject that has come under our notice during years of experience as practical Stair Builders.

CHESTER BROWN,
of Brown & Wells.
G. W. B. McDONALD,
of B H Freeman & Co.

San Francisco, Jan 21, 1863.

The work is published for $5, and will be mailed to any address, POSTAGE PAID, on the receipt of $5 25.

A. ROMAN & CO.,
Booksellers, Importers and Publishers,
417 and 419 Montgomery street,
fe9d&w3ms San Francisco

DR. BURTON'S

Balsamic Compound

FOR THE SPEEDY AND RADICAL CURE OF

GONORRHŒA AND

*DISEASES of the URINARY ORGANS.*

THIS IS A REMEDY which requires no assistance; it performs its duty quickly and thoroughly, leaving no injurious effect either to the constitution or to the part affected.

It is the result of long experience, and close observation in a great number of cases, and has been invariably successful where other medicines or treatment have failed; thus proving itself to be a remedy, long required by the public.

Price ........ $1 per Bottle

For sale by Druggists everywhere.

Sole Agent for the Pacific Coast,

CHARLES LANGLEY,

Wholesale Druggist,

509 Commercial street, near Front street,
aug7d1y3p San Francisco.

Light Colored Felt Hats,

IN ALL varieties, prices and colors, at the PIONEER HAT STORE.

HICKORY AXLES, of all sizes.
For sale by HENRY LAW,
25 Front street, Portland.

1000 SKS BARLEY, for sale by
ja2tf RICHARDS & McCRAKEN.

## JEWELERS.

### Notice.

I HAVE THIS DAY SOLD TO MR. B. GOLDSMITH [illegible] will settle [illegible] with him [illegible]

G. COLLIER ROBBINS

Portland June 15th 1862

HAVING this day purchased the entire business for [illegible]

### C. COLLIER ROBBINS'

[illegible] Oregon and Washington [illegible]

### At the Old Stand,

[illegible] to merit the [illegible]

Our stock [illegible] consist of

### GOLD AND SILVER WATCHES,

[illegible]

### GOLD CHAINS,

**Gold Rings, Pins,**

**Ear Rings and Lockets,**

### GOLD AND SILVER SPECTACLES,

### DIAMONDS.

Set in [illegible] style

**Pure Silver an Silver Plated Wares,**

### CLOCKS,

### CUTLERY,

### NOTIONS & FANCY GOODS,

**From the best Manufacturers,**

and a full assortment [illegible]

**We have Superior Advantages**

**By Importing our Goods Direct**

from Europe and the Eastern States, and can offer

### INDUCEMENTS TO DEALERS

equal to any in the San Francisco Market

### Watches and Jewelry REPAIRED,

—AND—

JEWELRY MANUFACTURED TO ORDER

We employ the BEST WORKMEN only and guarantee all work done by us

**GOLDSMITH BROS.,**

**Corner Front and Alder Streets.**

Portland June 16th 1862

We also announce to Merchants and Miners that we will carry on the

### Assay Business,

for the Assaying of

**Gold, Silver and other Minerals.**

One of our Firm being a PRACTICAL ASSAYER whose Bars are well known in the San Francisco Market persons will find it to their advantage to have their Dust assayed by us

WE GUARANTEE THE CORRECTNESS OF OUR BARS and will promptly pay differences occurring between ours and the U S Mint assay

Depositors can also be present during the smelting process of their Dust

**THE HIGHEST PRICE PAID FOR**

### GOLD DUST

**GOLDSMITH BROS,**

Portland, June 20 1862

### Pro Bono Publico!

IF YOU LOVE YOUR COUNTRY, encourage Home Productions Why will you send abroad for wretchedly spurious articles, when you can have the good and true and beautiful of Oregon material and Oregon workmanship close at your very doors?

Why impoverish your country and its mechanics by the calculations of Prejudice, or by parsimonious misdirection?

**HORATIO COOKE & CO.,**

**Corner of Alder and Second sts., Portland,**

Have now on hand and are steadily constantly increasing a Large Stock of

### Household Furniture

of Oregon Material and Oregon Workmanship

The following articles will be found to be part of their stock

BEDSTEADS, CHAIRS BUREAUS,
TABLES CENTRE TABLES,
WRITING DESKS,
LADIES' WORK STANDS,
WASH STANDS,
CHESS TABLES,
ROCKING CHAIRS
ARM CHAIRS, CRADLES,
CRIBS SAFES,
SASH AND DOORS

Other articles, too numerous to mention, either on hand or made to order

The subscribers would modestly infer to the most gracious public of the State of Oregon that they would gladly exchange any or all of the above articles for "READY MONEY," or any other article of commerce that will by the conveyance give pleasurable sensations to the high contracting parties

The life-spring of trade READY CASH,
No matter in which way we view it
Enables us onward to [illegible]
And therefore we [illegible] to stick to it

Billiard and Ten Pin Balls turned to the most exact spherical conformation

Various kinds of turning executed with the beauty of true taste and to the truth of true order

Lots fenced in with strength and beauty

Portable shelving for stores, strong and handsome Suitable alike for walls or central range can be taken away at any time without injury or disturbance to the Store 12

**LAWRENCE & HOUSEWORTH,**

### OPTICIANS,

IMPORTERS AND DEALERS IN

### OPTICAL, MATHEMATICAL

—AND—

**Philosophical Instruments,**

**STEREOSCOPIC GOODS, PHOTOGRAPHIC ALBUMS**

**CARTES DE VISITE,**

**And Rogers & Sons Superior Cutlery**

**637 Clay street, San Francisco**

HAVE FOR SALE THE LARGEST AND best [illegible] on the Pacific Coast to which they would call the particular attention of the public and the trade

Having unusual facilities for getting up goods from first hands we feel confident that [illegible] will [illegible] to their own interests by selecting from our stock

[illegible] Catalogues of Cartes de Visite [illegible] Stereoscopic [illegible] and their [illegible] may be [illegible] or will be sent to any address by mail POSTAGE PAID

Strangers visiting this city are cordially invited to inspect our stock and they can be assured that all will not [illegible] the least obligation [illegible]

Country orders [illegible] filled

LAWRENCE & HOUSEWORTH
Opticians
mar25 1y1p 637 Clay street San Francisco

**20** TONS GROUND WHEAT AND BARLEY For sale by HENRY LAW

## MISCELLANEOUS.

### Notice!

THE undersigned [illegible] his [illegible] ROBERT [illegible] & CO [illegible] PITTOCK & CO who will settle [illegible]

TOBIAS MYERS

Portland October [illegible]

### CITY BAKERY

AND

### PROVISION STORE

**R. PITTOCK,**

**Corner of First and Morrison Sts.,**

9 NORTH FRONT STREET,

Opposite Lower Steamboat [illegible]

WHOLESALE AND RETAIL MANUFACTURER OF

### BREAD,

Butter, Water, Sugar Boston and Soda

### CRACKERS.

PILOT BREAD, PIES, CAKES, &c.,

[illegible]

*STEAMBOAT AND SHIP STORES*

FAMILY GROCERIES,

FEED, FRUITS, VEGETABLES, &c., &c

Bread [illegible] Stores delivered to any part of the City

Orders from a distance carefully filled and promptly dispatched

The business hereafter will be conducted STRICTLY ON THE CASH PRINCIPLE 1tfd

### EAGLE BAKERY,

**Corner of First and Taylor sts.**

**SHARFF & CLAPP,**

Keep constantly on hand [illegible] at Wholesale [illegible]

BREAD, PIES CAKES, PILOT BREAD,

**Boston, Butter, Sugar and Soda**

### CRACKERS.

Bread delivered to any part of the city Orders for Crackers Pilot Bread &c [illegible] promptly [illegible]

### JOHN R FOSTER & CO.,

### Front St., Portland,

ARE NOW RECEIVING AND OFFER FOR SALE A full assortment of

**SHELF AND BUILDING**

### HARDWARE,

**MECHANICS' AND**

### MINING TOOLS,

—CONSISTING OF—

SHOVELS, Long and D Handled,
SPADES
SLUICE FORKS and BRUSHES
WRIGHT'S SAC MADE MINING PICKS
COLLINS' MINING PICKS new pattern
MANILLA ROPE, from ¼ to 2 in diam,
HUNT'S AXES, handled and unhandled,
HICKORY PICK and AXE HANDLES,
OX YOKES and BOWS,
WHIP, CROSS CUT and MILL SAWS,
CROW BARS—Steel,
MINING and FRY PANS,
COFFEE MILLS,
NAILS all sizes, &c., &c

Together with a large assortment of

**SHELF AND HEAVY GOODS**

in our line, to all of which we invite the attention of our purchasers, confident that we can give satisfaction both as to quality and prices

JOHN R. FOSTER & CO

### OREGON

### State Insane and Idiotic Asylum

**DRS. HAWTHORNE & LORYEA,**

*Physicians and Proprietors*

IN PURSUANCE OF A LAW PASSED BY THE PRESENT Legislative Assembly, the Oregon State Insane and Idiotic Asylum is located in East Portland in this city Drs Hawthorne & Loryea Physicians and Proprietors

The Proprietors of the above Establishment will immediately make additions to their present buildings In order to offer accommodations to all who are unfortunate enough to need the care and treatment of an Insane or Idiotic Asylum.

It is specially requested of the part of County Judges, guardians and friends of the [illegible] patients to have them immediately conveyed to the Asylum so that they may be properly cared for before the inclement weather sets in

THE INDIGENT WILL BE SUPPORTED AT THE EXPENSE OF THE STATE [illegible] against them. For further particulars apply to

Drs HAWTHORNE & LORYEA
Physicians of the Oregon State Insane and Idiotic Asylum

Portland Multnomah Co Oct 10 1862

INTERESTING TO

### Mill and Steamboat Proprietors

I HAVE NOW ON HAND AND FOR SALE

**Wrought Iron Lap-welded Tubes**

for STEAM, WATER and GAS from one-eighth to three inches inside diameter Also

IRON FITTINGS,
STEAM COCKS,
GUAGE COCKS
GLOBE OIL COCKS,
&c, &c &c

Persons residing at a distance by making a diagram with the next lengths and turns of pipe desired can have it fitted so that any person can put them in place on their premises

C H MYERS,
Plumbing Gas and Steam Fitting Works
[illegible] Front street Portland
may4

**WEEKS, GILMORE & CO.,**

### EMPIRE MARKET,

**S E. Corner of Washington and First Sts.,**

PORTLAND OREGON

HAVE SUPERIOR FACILITIES FOR catering to the public [illegible] line of

### CHOICE

### BEEF, PORK, MUTTON, BACON,

### HAMS, &c.,

and hope to receive a liberal [illegible]

During the [illegible] season [illegible] furnish [illegible] superior Beef [illegible] for our market

We deliver meats to all parts of the city until 12 A M

Portland Sept 4 1862 tf

### Removal.

### CITY MARKET!

**First st., between Morrison and Yamhill**

**J. & I. BERGMANN, PROPRIETORS**

IS REMOVED TO THE NEW AND handsome building [illegible] where the old customers will [illegible] the best Meats of all kinds and [illegible] FRESH BEEF PORK MUTTON VEAL SALT MEATS &c

GIVE HIM A CALL

Portland, June 15 1861

### ASSESSOR'S NOTICE.

NOTICE is hereby given to all persons [illegible] Excise [illegible] STRICTLY CONFIDENTIAL [illegible]

May 7 1863

THOS FRAZAR [illegible]

### Wanted to Rent!

A COTTAGE (IN A PLEASANT LOCATION) containing 6 or [illegible]

GEO. MURRAY [illegible]

Portland April [illegible] 1863

## HOTELS.

### WESTERN HOTEL,

**Corner of Morrison and First streets**

S. H. SMITH Proprietor

THIS NEW AND SPLENDID ESTABLISHMENT is [illegible]

[illegible]

### DENNISON HOUSE,

**Formerly Metropolis Hotel,**

**Cor. of Front and Stark Streets**

PORTLAND OREGON

THIS HOTEL [illegible] of guests [illegible] FIRST CLASS HOTEL

April 30th 1862 A. KINNEY dtf

### WHAT CHEER HOUSE,

**Main Street,**

### Dalles City, Oregon.

LOUIS DINSMORE Proprietor

THE ABOVE NAMED HOUSE [illegible]

### Charges Moderate.

[illegible]

L DINSMORE

### COLUMBIAN HOTEL,

**Cor. Front and Washington sts.,**

[illegible] Building

PORTLAND OREGON

**SINNOTT BROS., Proprietors.**

[illegible] $10 00
[illegible] 1 00
[illegible] 1 00

[illegible] of valuables

OPEN ALL NIGHT

Portland March [illegible] 1862

### UMATILLA HOUSE!

### DALLES, OREGON.

[illegible] NEWMANS Proprietor

THIS WELL KNOWN HOTEL is the Largest Hotel at the Dalles and is conducted in all departments as a

### First-Class House!

The House is conveniently located near the Steamboat Landing and Railroad Depot

**Stages Leave this House Daily!**

Meals 50c
Lodging 50c
Board by the Week [illegible]

Baggage taken to the House Free of Charge

Dalles March 21 1863 tf

### SMITH'S

### EMPIRE HOTEL & RESTAURANT

### Main Street, Dalles,

Opposite [illegible]

HAS BEEN ENLARGED AND IMPROVED with new Beds of [illegible] New Furniture [illegible] will at all times [illegible] THE SUBSTANTIAL ELEMENTS OF LIFE

**Prices of Board:**

| | |
|---|---|
| Board per week | $7 00 |
| Board with Lodging | 9 00 |
| Single Meals | 50 |
| Lodging | 50 |

Good accommodations for families

nov2dtf THOMAS SMITH Proprietor

### PACIFIC HOTEL

**AND RESTAURANT.**

[*Formerly Pacific House*]

### Olympia, W. T.,

THE undersigned having leased for a number of years the above well known and deservedly popular house would beg to inform the former patrons of the Restaurant and the traveling community in general that having THOROUGHLY RENOVATED the establishment and furnished the same with entirely new Furniture from basement to garret she is now prepared to entertain guests in greater comfort and in a more recherché and manner than can be found at any other house in the [illegible]

The house will be kept on the Restaurant principle

**Meals at all Hours, Day or Night.**

Having leased the Cottage next door, formerly occupied by Dr Wyche a large number can be accommodated with lodging good, clean beds and well-ventilated rooms

Give her a call and assure yourselves of the truth of the above.

nov12tf REBECCA HOWARD

**ANOTHER DISCOVERY!**

### Board and Lodging

—AT THE—

### HOWARD HOUSE!

—FROM—

**$5 TO $6 PER WEEK**

n sr10-tf

### CALIFORNIA HOTEL

**and Restaurant.**

DALLES CITY, OREGON

THE UNDERSIGNED PROPRIETORS of the above [illegible]

**LODGING ESTABLISHMENT,**

[illegible]

THE ROOMS ARE WELL VENTILATED [illegible]

THE CULINARY DEPARTMENT [illegible]

[illegible]

McNAMARA & McGOWAN [illegible]

Dalles March [illegible] 1863

### WHAT CHEER HOUSE!

**FRONT STREET,**

### Portland, Oregon.

MICHAEL O'CONNOR Proprietor

GREAT REDUCTION OF PRICES!

Board and Lodging per Week $5 00
Board and Lodging [illegible] 6 00
Lodging [illegible]

**This House is Conducted on Temperance Principles**

THE WHAT CHEER HOUSE BAGGAGE WAGON [illegible]

### WEIL & CO.,

IMPORTERS OF

### Cigars and Tobacco,

**No. 246 Front st., Near Sacramento,**

SAN FRANCISCO

### Mershaum Pipes.

WEIL & CO [illegible] assortment [illegible] Christ [illegible] and New Yo[illegible] 18daw

### CITY BOOT AND SHOE STORE

### WIBERG & STROWBRIDGE,

WHOLESALE AND RETAIL DEALERS IN

### BOOTS, SHOES,

### LEATHER,

### AND SHOE FINDINGS.

WE HAVE JUST RECEIVED AND HAVE FOR SALE

60 CASES WINGS CALF and KIP NAILED BOOTS
50 [illegible] do do
50 HAYWARD [illegible] LONG TOP RUBBERS

and a large [illegible] the various manufactures of

### MINING BOOTS,

KIP AND CALF BOOTS

**Benkert's Dress & Quilted Boots,**

Ladies Misses and Children's GAITERS of all the [illegible] manufacturers

Women's [illegible] Calf and Enameled [illegible]

[illegible]

A FULL STOCK OF

### LEATHER,

FRENCH AND AMERICAN CALF AND KIP
OREGON UPPER LEATHER
SANTA CRUZ AND OREGON SOLE LEATHER;
HARNESS AND SKIRTING
RUSSET SHEEP AND COLORED LININGS &c

**WIBERG & STROWBRIDGE,**

**Front street,**

**Portland, Oregon**

sp2tf

LEGAL

### U. S. INCOME TAX.

THE LAW CONTEMPLATES THAT EVERY ONE shall pay on all [illegible] $600 [illegible]

[illegible]

[illegible] Income Tax is [illegible] the income of the year [illegible] that on the [illegible] should make up a record of their income [illegible] for that year And as many [illegible] Dividends and [illegible] Stocks [illegible] Savings Banks interest &c (they having already paid the income tax) are not again taxed It therefore becomes necessary to have a record of the sources of income, that there may [illegible] with the Assessor

All corporations must deduct the three per centum before [illegible] their dividends

### For Example:

A man in business must make up the nett profits of his business for the year and pay the tax on the amount less $600

A man may [illegible] business spend all and even more than his profits in the business; nevertheless he must [illegible] all nett business profits except the $600 And so with salaries all over $600 must be taxed [illegible] or family expenses [illegible]

The Income Tax for the year 1862 is assessable on the [illegible] day of May 1863 and is due and payable on or before the 30th June 1863 And any sums due and unpaid [illegible] days after the 30th June is unforced [illegible] days after demand by the Collector, five per centum will [illegible]

Each individual or firm or partnership must make up [illegible]

THOS FRAZAR,
U S Assessor for Oregon

U S Assessor's Office [illegible] Apr 16th 1863

Statesman Advocate Argus Mountaineer and Sentinel copy two months

### TO THE PUBLIC.

THE following is the division of the State of Oregon into United States Assessment Districts with the names of the Assistant Assessor for each District and their places of residence

1st District—Columbia Clatsop and Tillamook—Preston W Gillette Astoria, Clatsop county

2d District—Washington and Yamhill—Thos D Humphrey Washington county, (Portland P O)

3d District—Multnomah—H C Coulson, Portland

4th District—Clackamas and Marion—Abner P Gaines Jefferson Marion county

5th District—Polk and Benton—Wm A K Mellon Monmouth Polk county

6th District—Linn and Lane—Samuel E Cranston Freedom Lane county

7th District—Douglas and Umpqua—J J Crawford Oakland Umpqua county

8th District—Coos and Curry—George L Dean, Port Orford Curry county

9th District—Josephine and Jackson—Chas W Savage Jacksonville, Jackson county

10th District—Wasco—Robert B Reed, Dalles Wasco county

THOS FRAZAR,
U S Assessor for State of Oregon

Portland Nov 19th 1862 tf

### U. S. Assessor's Notice.

ALL PERSONS ARE HEREBY NOTIFIED that, under the provisions of the Excise Law of the United States persons who are engaged in buying and selling Stocks Coin [illegible] Bank Notes or securities for themselves or others [illegible] money [illegible] are regarded as Brokers and must [illegible]

Brokers whose business it is to buy and sell Gold Dust, Bank Notes &c [illegible] License are subject to [illegible] penalty of $150

THOS FRAZAR,
U S Assessor for Oregon

Portland Jan 28 1863

**N. W. SPAULDING,**

SAN FRANCISCO AND SACRAMENTO

### Saw-Smithing and Repairing

ESTABLISHMENTS,

No 801 [illegible] Montgomery San Francisco [illegible] Front street near Sacramento

**EMERSON'S PATENT FALSE TEETH**

INSERTED IN CIRCULAR SAWS

REPAIRING in all its branches such as Straightening, Gumming, [illegible] re-toothing, &c [illegible] CIRCULAR SAWS of a superior quality always on hand

Mr **H. A. Hogue,** of the Upper Steam Saw Mill PORTLAND is my only authorized Agent for Oregon [illegible] Washington territory All orders [illegible] his care will receive prompt attention.

N B Messrs KNAPP BURRELL & CO are duly authorized [illegible] business for N W Spaulding [illegible]

January 11 1863 H A HOGUE Agent

### WANTED!

**ONE HUNDRED VOLUNTEERS**

*To Serve Three Years [illegible] Discharged*

[illegible] served two years or [illegible]

**$100 will be paid as Bounty.**

THE COMPANY WILL CONSIST OF ONE CAPTAIN [illegible] Lieutenant [illegible] Sergeants [illegible] Corporals [illegible] Musicians [illegible] Enlisted Men

RATES OF PAY

| | |
|---|---|
| First Sergeant [illegible] | $20 00 |
| All other [illegible] | 00 |
| Corporals | 14 00 |
| Farriers or Blacksmiths | 00 |
| [illegible] | 00 |
| [illegible] | 00 |

[illegible]

Office [illegible] Building Front Street

JOHN F NOBLE
Recruiting Officer

Portland [illegible] 1863

### Quicksilver.

JUST RECEIVED 400 FLASKS QUICKSILVER from [illegible] Quicksilver Company and for sale [illegible]

TRACY & KING
Agents Portland

**2000** FEET CHOICE HICKORY PLANK, For sale by HENRY LAW

### HELMBOLD'S

### Genuine Preparation.

**'HIGHLY CONCENTRATED'**

**Compound Fluid**

### EXTRACT BUCHU

A POSITIVE AND SPECIFIC REMEDY

FOR DISEASES OF THE

### BLADDER, KIDNEYS, GRAVEL

AND

### DROPSICAL SWELLINGS.

This Medicine increases the power of DIGESTION and excites the ABSORBENTS into healthy action by which the WATERY or CALCEROUS depositions and all UNNATURAL ENLARGEMENTS are reduced as well as PAIN and INFLAMMATION and is good for

**MEN, WOMEN OR CHILDREN.**

### HELMBOLD'S EXTRACT BUCHU

*For Weakness arising from Excesses, Habits of Dissipation, Early Indiscretion or Abuse*

ATTENDED WITH THE FOLLOWING SYMPTOMS

| | |
|---|---|
| Indisposition to Exertion | Loss of Power |
| Loss of Memory | Difficulty of Breathing |
| Weak Nerves | Trembling |
| Horror of Disease | Wakefulness |
| Dimness of Vision | Pain in the Back |
| Universal Lassitude of the Muscular System | Muscular System |
| Hot Hands | Flushing of the Body |
| Dryness of the Skin | Eruptions on the Face |

Pallid Countenance

These symptoms if allowed to go on which this medicine invariably removes, soon follows

**Impotency, Fatuity, Epileptic Fits,**

IN ONE OF WHICH THE PATIENT MAY EXPIRE.

Who can say that they are not frequently followed by those direful diseases,

'INSANITY AND CONSUMPTION,'

Many are aware of the cause of their suffering but none WILL CONFESS.

THE RECORDS OF THE INSANE ASYLUMS,

And the melancholy deaths by Consumption bear ample witness to the truth of the assertion that

### THE CONSTITUTION,

once affected by Organic Weakness

### Requires the Aid of Medicine,

to strengthen and invigorate the system which

**HELMBOLD'S EXTRACT BUCHU**

Invariably does

**A Trial will Convince the most Skeptical.**

FEMALES! FEMALES! FEMALES!

**OLD OR YOUNG,**

**Single, Married or contemplating Marriage**

IN MANY AFFECTIONS PECULIAR TO FEMALES, the Extract of Buchu is unequalled by any other remedy as in Chlorosis or Retention Irregularity Painfulness or Suppression of Customary Evacuations Ulcerated or Schirrus state of the Uterus Leucorrhea or Whites Sterility and for all complaints incident to the Sex, whether arising from Indiscretion Habits of Dissipation or in the

DECLINE OR CHANGE OF LIFE!!

(See symptoms above

### No Family should be without it.

TAKE NO MORE BALSAM MERCURY OR UNPLEASANT MEDICINE FOR UNPLEASANT AND DANGEROUS DISEASES

**HELMBOLD'S EXTRACT BUCHU**

AND

**HELMBOLD'S IMPROVED ROSE WASH**

CURES SECRET DISEASES

In all their Stages At Little Expense
Little or no Change in Diet, No inconvenience,

AND NO EXPOSURE

It causes a frequent desire and gives strength to Urinate thereby Removing Obstructions, preventing and curing Strictures of the Urethra, allaying Pain and Inflammation so frequent in this class of Diseases and expelling all Poisonous diseased and worn out matter

### THOUSANDS UPON THOUSANDS

### Who have been the victims of Quacks

and who have paid heavy fees to be cured in a short time, have found they were deceived and that the "POISON" has, by the use of "Powerful Astringents" been dried up in the system to break out in a more aggravated form and [illegible] after marriage

### Use Helmbold's Extract Buchu

For all Affections and Diseases of the URINARY ORGANS whether existing in MALE OR FEMALE, from whatever cause originating and

NO MATTER OF HOW LONG STANDING

Diseases of these Organs require the aid of a Diuretic.

**HELMBOLD'S EXTRACT BUCHU**

IS THE GREAT DIURETIC.

And it is certain to have the desired effect in Diseases for which it is recommended

### Evidence

of the most responsible and reliable character will accompany the medicines

### Certificates of Cures

From Eight to Twenty Years standing with names known to Science and fame,

"PHYSICIANS," PLEASE "NOTICE."

We make no secret of its ingredients. HELMBOLD'S EXTRACT BUCHU is composed of Buchu Cubebs Juniper Berries selected with great care by a competent Druggist [illegible] Prepared in vacuo, by H T HELMBOLD Practical and Analytical Chemist and Sole Manufacturer of

### Helmbold's Genuine Preparations

AFFIDAVIT

Personally appeared before me an Alderman of the city of Philadelphia H T HELMBOLD, who being duly sworn doth say his preparations contain no narcotic no mercury or other injurious drugs but are purely vegetable

H T HELMBOLD

Sworn and subscribed before me this 23d day [illegible] 1854

W M P HIBBARD
Alderman Ninth street above Race Phila

### Beware of Counterfeits, and Unprincipled Dealers.

[illegible] their own and other articles [illegible]

HELMBOLD'S GENUINE PREPARATIONS

Helmbold's [illegible] Buchu
Helmbold's [illegible] Sarsaparilla
Helmbold's Improved Rose Wash

SOLD BY ALL DRUGGISTS EVERYWHERE.

Ask for Helmbold's—Take no Other.

[illegible] and [illegible]

HOSTETTER SMITH & DEAN
Agents [illegible]

SOLD BY

### SMITH & DAVIS,

PORTLAND.

### NOT ALCOHOLIC.

A HIGHLY CONCENTRATED

**VEGETABLE EXTRACT!**

**A PURE TONIC**

### DR. HOOFLAND'S

### GERMAN BITTERS,

PREPARED BY

**DR. C. M. JACKSON,**

PHILADELPHIA, PENN.,

WILL EFFECTUALLY CURE

**LIVER COMPLAINT,**

**DYSPEPSIA,**

**JAUNDICE,**

Chronic or Nervous Debility Diseases of the Kidneys, and all diseases arising from a disordered Liver or Stomach

such as Constipation, Inward Piles, Fullness or Blood to the Head, Acidity of the Stomach, Nausea, Heartburn, Disgust for Food, Fullness or Weight in the Stomach, Sour Eructations, Sinking or Fluttering at the Pit of the Stomach, Swimming of the Head, Hurried and Difficult Breathing, Fluttering at the Heart, Choking or Suffocating Sensations when in a lying posture, Dimness of Vision, Dots or Webs before the Sight, Fever and Dull Pain in the Head, Deficiency of Perspiration, Yellowness of the Skin and Eyes, Pain in the Side, Back, Chest, Limbs, &c, Sudden Flushes of Heat, Burning in the Flesh, Constant Imaginings of Evil and great Depression of Spirits

And will positively prevent **Yellow Fever, Bilious Fever, &c.**

THEY CONTAIN

### NO ALCOHOL OR BAD WHISKEY!

They will cure the above diseases in ninety-nine cases out of a hundred

INDUCED by the extensive sale and universal popularity of Hoofland's German Bitters (purely vegetable) hosts of ignorant Quacks and unscrupulous adventurers have opened upon suffering humanity the flood-gates of Nostrums in the shape of poor whiskey vilely compounded with injurious drugs and christened Tonics Stomachics and Bitters

Beware of the innumerable array of Alcoholic preparations in plethoric bottles and [illegible] under the modest appellation of Bitters which instead of curing only aggravate disease, and leave the disappointed sufferer in despair

### Hoofland's German Bitters!

Are not a new and untried article but have stood the test of fifteen years trial by the American public and their reputation and sale are not rivalled by any similar preparation

The proprietors have thousands of letters from the most eminent

CLERGYMEN
LAWYERS
PHYSICIANS
and
CITIZENS,

Testifying of their own personal knowledge to the beneficial effects and medical virtues of these Bitters

Do you want something to strengthen you?
Do you want a good appetite?
Do you want to build up your constitution?
Do you want to feel well?
Do you want to get rid of nervousness?
Do you want energy?
Do you want to sleep well?
Do you want a brisk and vigorous feeling?

If so, use HOOFLAND'S GERMAN BITTERS

*From Rev J Newton Brown, D D Editor of the Encyclopedia of Religious Knowledge*

Although not disposed to favor or recommend Patent Medicines in general through distrust of their ingredients and effects I yet know of no sufficient reason why a man may not testify to the benefits he believes himself to have received from any simple preparation in the hope that he may thus contribute to the benefit of others

I do this the more readily in regard to Hoofland's German Bitters prepared by Dr C M Jackson of this city, because I was prejudiced against them for many years, under the impression that they were chiefly an alcoholic mixture I am indebted to my friend Robert Shoemaker Esq for the removal of this prejudice by proper tests, and for encouragement to try them when suffering from great and long continued debility The use of three bottles of these Bitters at the beginning of the present year, was followed by evident relief and restoration to a degree of bodily and mental vigor which I had not felt for six months before and had almost despaired of regaining I therefore thank God and my friend for directing me to the use of them

J NEWTON BROWN

PHILADELPHIA June 23, 1861

PARTICULAR NOTICE

*There are many preparations sold under the name of Bitters put up in quart bottles compounded of the cheapest whiskey or common rum costing from 20 to 40 cents per gallon the taste disguised by Anise or Coriander Seed.*

*This class of Bitters has caused and will continue to cause as long as they can be sold hundreds to die the death of the drunkard By their use the system is kept continually under the influence of Alcoholic Stimulants of the worst kind and the desire for Liquor is created and kept up and the result is all the horrors attendant upon a drunkard's life and death*

*For those who desire and* **will have a Liquor Bitters,** *we publish the following receipt Get* **One Bottle Hoofland's German Bitters** *and mix with* **Three Quarts of Good Brandy or Whiskey,** *and the result will be a preparation that will* **far excel** *in medicinal virtues and true excellence any of the numerous Liquor Bitters in the market and will* **cost much less** *You will have all the virtues of* **Hoofland's Bitters** *in connection with a* **good** *article of Liquor at a much less price than these inferior preparations will cost you.*

### ATTENTION, SOLDIERS!

**AND THE FRIENDS OF SOLDIERS.**

We call the attention of all having relations or friends in the army to the fact that "HOOFLAND'S German Bitters" will cure nine tenths of the diseases induced by exposures and privations incident to camp life In the lists, published almost daily in the newspapers on the arrival of the sick it will be noticed that a very large proportion are suffering from debility Every case of that kind can be readily cured by Hoofland's German Bitters Diseases resulting from disorders of the digestive organs are speedily removed We have no hesitation in stating that if these Bitters were freely used among our soldiers hundreds of lives might be saved that otherwise will be lost

We call particular attention to the following remarkable and well authenticated cure of one of the nation's heroes, whose life to use his own language "has been saved by the Bitters"

PHILADELPHIA August 23 1862.

*Messrs Jones & Evans*—Well gentlemen your Hoofland's German Bitters has saved my life There is no mistake in this It is vouched for by numbers of my comrades some of whose names are appended and who were fully cognizant of all the circumstances of my case I am and have been for the last four years a member of Sherman's celebrated battery and under the immediate command of Captain R B Ayres Through the exposure attendant upon my arduous duties I was attacked in November last with inflammation of the lungs, and was for seventy two days in the hospital This was followed by great debility heightened by an attack of dysentery I was then removed from the White House and sent to this city on board the steamer 'State of Maine' from which I landed on the 28th of June Since that time I have been about as low as any one could be and still retain a spark of vitality For a week or more I was scarcely able to swallow anything and if I did force a morsel down it was immediately thrown up again

I could not even keep a glass of water on my stomach Life could not last under these circumstances and accordingly the physicians who had been working faithfully though unsuccessfully to rescue me from the grasp of the dread Archer frankly told me they could do no more for me, and advised me to see a clergyman and to make such disposition of my limited funds as best suited me An acquaintance who visited me at the hospital Mr Frederick Steinbron of Sixth below Arch street advised me as a forlorn hope to try your Bitters and kindly procured a bottle From the time I commenced taking them the gloomy shadow of death receded and I am now thank God for it getting better Though I have taken but two bottles I have gained ten pounds and I feel sanguine of being permitted to rejoin my wife and daughter, from whom I have heard nothing for eighteen months for gentlemen, I am a loyal Virginian from the vicinity of Front Royal To your invaluable Bitters I owe the certainty of life which has taken the place of vague fears—to your Bitters will I owe the glorious privilege of again clasping to my bosom those who are dearest to me in life

Very truly yours, ISAAC MALONE

We fully concur in the truth of the above statement as we had despaired of seeing our comrade Mr Malone restored to health.

JOHN CUDDLEBACK 1st New York Battery
GEORGE A ACKLEY Co C 11th Maine
LEWIS CHEVALIER 92d N Y
I E SPENCER 1st Artillery Battery F
J B FASEWELL Co B 3d Vermont
HENRY B JEROME Co B do
HENRY T MACDONALD Co C 6th Maine
JOHN F WARD Co E 5th Maine
HERMAN KOCH Co H 72d New York
NATHANIEL B THOMAS Co F 95th Penn
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VOL III.

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